

# ACCOUNT AGREEMENT & DISCLOSURE



A CREDIT UNION FOR ME AND YOU

## MEMBERSHIP AND TYPES OF ACCOUNTS

**Membership Eligibility.** To join the Credit Union, you must meet the membership requirements including purchase and maintenance of at least one (1) share ("membership share") as set forth in the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request. If you are eligible for membership, your immediate family is also eligible.

**Identification Requirements.** Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When you open an account, we will ask for the name, address, social security number, and date of birth of each owner, joint owner or beneficiary, as well as other information that will allow us to identify each owner. We may also ask to see your driver's license or other government issued identifying documents. We may also use a consumer reporting agency or various services to access databases to help authenticate your identity.

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

**Death or Incompetence.** You agree to notify us promptly if any account owner or authorized signer on your account dies or is declared incompetent by a court. Until we are given written notice of such death or incompetence by you or a court and have reasonable time to take action, we may continue to honor checks, items, and instructions by account owners or authorized signers on the account. At our discretion, we may also freeze, refuse, and/or reverse deposits and transactions and take other appropriate actions, if we become aware of the death or incompetence of an owner or an authorized signer.

**Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to us. Any material misrepresentation or false information provided by you on any membership documentation, loan documentation, or financial information is grounds for default and termination of membership in MECU.

**Account Utilization.** You agree that you will not use your account or any service for any illegal purpose. You agree to indemnify us, our agents, officers, employees, and service providers against any loss or liability, including attorney's fees, arising as a result of such use.

**Single Party Accounts.** A single party account is an account owned by one member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

**Multiple Party Accounts.** An account owned by two or more persons is a multiple party account.

**Rights of Survivorship.** Unless otherwise stated on the Account Card, a multiple party account includes right of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a multiple party account without rights of survivorship the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the credit union's statutory lien for the deceased owner's obligation, and to any security interest or pledge by a deceased owner, even if a surviving owner did not consent to it.

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

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

**Payable on Death Account (POD).** A Payable-on-Death (POD) account designation is an instruction to us that a single owner or joint owner account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, payable to any named beneficiary(ies). Prior to the death of the owner(s) of the account, the beneficiaries shall have no right or interest in the account, and shall not be authorized to withdraw any funds from the account or to sign any drafts. POD accounts created after January 1, 2008, are subject to the provision of revised Section 2025 of Title 6 of the Oklahoma Statutes. Under these revisions, account owners are permitted to designate one or more individuals, trusts, or tax exempt nonprofit organizations as the primary beneficiary of the account upon the death of all owners. If only one individual is designated as a primary beneficiary, one or more contingent beneficiaries may be designated on the account. The funds in the account will be distributed upon the death of an individual owner or the death of the last surviving owner if the account is jointly held. The person(s) creating a POD account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

**Court Ordered Accounts.** The court order will direct us how the account will be set up. A certified or filed copy of the Order is required to be submitted to us.

**Fiduciary Accounts.** Executors, administrators, conservators, personal representatives, or guardians under court orders or documents may open an account as a fiduciary. We may require evidence of the authority of the person or persons to act, such as a copy of the court order appointing the fiduciary, letters of testamentary or letters of administration, to verify that the person (or persons) opening the account is the designated fiduciary, what his or her powers are, what the provisions for succession are and any unusual provisions.

**Accounts for a Trust.** You will be required to submit a completed Account Authorization for Living Trust form. We will establish accounts for trusts pursuant to the information contained in that form. The funds in the account(s) belong to the Trust and are managed by the Trustee(s). We do not act as a trustee and are under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify us in writing if a change of trustee occurs. We may rely upon the directions of any trustee until a written notice of revocation of the living trust or a new Account Authorization for Trust Form is received. The trustee(s) agrees to indemnify and hold us harmless of any liability, claim, damage, or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which we relied prior to notice of revocation of the trust.

**Oklahoma Uniform Transfers to Minors Accounts.** A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds (successor custodian) or a court order authorizing withdrawal.

**Accounts for Minors.** We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**Certificate Accounts.** Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, the Rate and Fee Schedule and Account Deposit Receipt for each account the terms of which are incorporated herein by reference.

**Primary Member.** The primary member is the member whose name appears first on the account documentation and whose signature appears first on the Account Agreement. The primary member is the person whose employment, organizational affiliation, or familial status qualifies him/her for membership in MECU. Any removal of a joint owner shall not affect transactions made before removal. In addition, only the primary member will have voting privileges as described in our bylaws.

**Power of Attorney.** We may, in our absolute and sole discretion, refuse to honor any power of attorney or other document executed by you (except a properly executed Account Agreement, which identifies an authorized signer), which purports to establish an agency relationship.

## MEMBER AND CREDIT UNION LIABILITY

**Member Liability.** Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms set forth herein and the schedule of charges that we impose. You authorize us to deduct these charges as accrued directly from the balance in any of your share accounts. You also agree to pay additional reasonable charges we may impose for services you request, which are not covered by this agreement. With regard to joint accounts, each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. If a deposited item in a jointly owned account is returned unpaid, and the account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the joint account regardless of who contributed them. You agree that at our option you may be denied services or expelled for any reason allowed by applicable law if you violate the terms of this agreement.

**Credit Union Liability.** If we do not properly complete a transaction according to this Terms and Conditions Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability which may have been proximately caused by our wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. It is your responsibility to request and review your deposit receipt to make certain the deposit was credited to the proper account as directed by you. If you fail to advise us of any error, the deposit will be deemed to have been correctly deposited in the account as directed and it is further deemed that we exercised ordinary care in making the deposit. We will not have any responsibility or liability should you determine later the deposit in your opinion was not made into the proper account. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this agreement. The terms of this agreement are controlling over any conflicts that may arise.

**Errors and Adjustments.** We agree to correct any error made in crediting and debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to the account to obtain payment of any erroneous credit.

**Stop Payments - Official Checks.** You may not stop payment on any official check, certified check, or any other check, draft, or payment issued or guaranteed by us.

**Legal Process.** We must comply with a notice of attachment, execution, garnishment, tax levy, injunction, restraining order, subpoena, warrant, or other legal process which we believe to be valid and which we believe applies to your account. If any legal process is served on us relating to your account, you will pay us all of our costs and expenses incurred in responding to it, including our reasonable attorney fees. In the event legal proceedings are instituted by us to enforce your obligations under this agreement or because of conflicting claims to the account, you agree to pay our reasonable costs, including attorney's fees. You authorize us to deduct these expenses as they accrue from the balance of any of your share accounts.

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

**Special Account Instructions.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice we can not counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

**Statements.** You will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a joint or multiple-party account. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of MECU and may not be returned to you, but copies may be retained by us and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement. You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized, or unsigned items drawn on your account if: (1) you fail to notify us within sixty (60) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. You agree that MECU's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

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

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking (share draft) accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy. Our policy is to make funds from your cash, check, and electronic direct deposits available to you immediately. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

**Determining the Availability of Your Deposit.** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### Longer Delays May Apply

**Case-By-Case Delays.** In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available immediately. If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### Safeguard Exception Delays.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit 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 computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### Special Rules for New Accounts.

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open.

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions.
- The excess over \$5,000 will be available on the ninth business day after the day of your deposit.
- If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

The delay for other deposits is determined as follows:

- Checks may be held for a maximum of seven business days after the day of your deposit.
- The first \$200 of the deposit may be available for withdrawal immediately.

## TRANSACTIONS

**Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

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

**Deposits and Final Payment.** Even though funds may be made available at an earlier time, any items, other than cash, accepted for deposit (including items drawn "on us" and Automated Clearing House [ACH] transfers) will be given provisional credit only until collection is final. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer. We are not responsible for transactions initiated by mail or outside depository until we actually record them. If any item is returned to us for any reason or at any time, you authorize us to charge that item back to your account and refund the amount of the item to the payor financial institution and you waive any requirement that we give you notice of the return. In the case of a deposit made electronically into your account, if we receive a request by an originating financial institution to cancel, amend, or recall the deposit for any reason or at any time, you authorize us to charge the amount of that deposit back to your account and refund the amount of the deposit to the originating financial institution. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**Withdrawal Restrictions.** We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Rate and Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly, for example: (1) a dispute between account owners (unless a court has allowed the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served, (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

**Conflicting Demands and Disputes.** Nothing in this Agreement shall be deemed to require us to make payment from an account to an account owner, or to any Trustee or POD account beneficiary or payee, or any other person claiming an interest in any funds deposited in the account, if:

- (a) We have actual knowledge of, or otherwise believe there may be a dispute between the depositors, beneficiaries, payees, or other persons concerning the account including, without limit, their respective rights of ownership to or authority to act with respect to the funds; or
- (b) In the event we are uncertain as to who is entitled to the funds pursuant to the contract of deposit, or otherwise receive instructions, which we determine, in our discretion, to be unclear or conflicting.

However, we may, at our option and without liability, pay or permit withdrawal of any funds on deposit in an account to an account owner, and/or agent of an account owner, and/or trustee or POD account beneficiary or payee, and/or other person claiming an interest therein, even when we have actual knowledge of the existence of the dispute, if the payee shall execute to us in approved format and with security acceptable to us an agreement indemnifying us from any and all liability, loss, damage, costs, and expenses, for and on account. In no event will we be liable for any delay or refusal to follow instructions, which occur as a result of a dispute over the authority or control of your account.

**Transfer Limitations.** During any month, you may make an unlimited number of withdrawals in person, by mail, or ATM from any MECU savings/share account; however, you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone or personal computer order or instruction or similar order to a third party. Loan payments to us are not included in this limitation. If you exceed the transfer limitations set forth above, your share/savings account will be subject to closure by us.

**Account Access.** Your signature on the Account Agreement authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature, even if it is made by an unauthorized person. You may withdraw or transfer funds from your account(s) in any manner we permit, e.g., at an ATM, in person, by mail, automated transfer, cash dispenser, Internet, or telephone, as applicable. We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft.

**Telephone Transfers.** A telephone transfer of funds from one account with us to another account with us, if otherwise permitted or arranged for, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. We restrict the number of transfers from a savings account to another account, or third parties, to a maximum of six per month (less the number of certain "preauthorized transfers" during the month). Other account transfer restrictions are described elsewhere in this brochure.

**Direct Deposits.** We may offer authorized deposits (e.g., payroll, Social Security, retirement or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. If, in connection with a direct deposit plan, we deposit any amount in any of your accounts which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from that account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. Upon a bankruptcy filing, unless you cancel an authorization we will continue making deposits in accordance with your authorization on file with us. We may also use any other legal remedy to recover the amount of our liability.

## SHARE DRAFTS/CHECKING ACCOUNTS

**Death of an Owner.** We may pay drafts or honor payments or transfer orders authorized by a member for a period of ten (10) days after the date of that member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting in our honoring that claim. This Agreement will be binding upon any heirs of legal representatives of any account owner.

**Pledge of Account.** Funds on deposit in a share draft/checking account may not be pledged as collateral for a loan.

**Overdraft Liability.** If on any day, the funds in your share draft (checking) account are not sufficient to cover drafts, fees, or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. We do not have to notify you if your share account does not have funds to cover drafts, fees, or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Rate and Fee Schedules. Except as otherwise agreed to by us in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately.

**Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another share or loan account under this Agreement, as you have directed, or as required under our overdraft protection policy. The overdraft protection plan works as follows: In the event that any of the signers on the share draft (checking) account agreement performs a transaction (such as writing a check or using a debit card) which would result in the checking account being overdrawn, and if at any time any of the signers has an effective overdraft protection arrangement from us under an open-end loan agreement or from a share (savings) account, such transaction shall be deemed to be a request to us for an advance under such open-end or share overdraft agreement sufficient to permit us to honor such transaction. If the credit of the signers or the account balance is adequate, we will credit the advance to the checking account and are hereby authorized to pay the transaction and deduct its amount against the checking account.

### Courtesy Pay Terms and Conditions.

A. **Opt In Rights:** Federal regulations require that you make a conscious decision about Courtesy Pay for two specific types of transactions on your checking account - ATM withdrawals and one-time debit card transactions. When you obtain an ATM or debit card, we will ask you if you want to "opt in" to Courtesy Pay protection for these two types of transactions. If you opt in, we may pay these two types of transactions under the terms listed. If you do not opt in, your ATM withdrawals and one-time debit card transactions will be declined if there are insufficient funds in your account. If you opt in, we may pay rather than decline the transaction(s) and we will charge a Courtesy Pay fee.

B. **Member Qualifications:** The Credit Union will only offer this program to members "in good standing."

To be considered "in good standing," the following qualifications must be met:

- Account must be open 6 months or longer.
- No delinquent loans or credit cards.
- Must have direct deposit.
- Negative balance will not exceed amount of Direct Deposit or \$1000, whichever is the lesser.

Members who are enrolled in the program will be provided with a notice of enrollment, along with an opportunity to "opt out," at the time the eligibility is established.

**Overdraft Dollar Limits.** The total dollar amount of overdrafts the Credit Union will honor per member at any given time is not to exceed \$1,000 or the amount of the member's direct deposit which ever is the lesser, including fees.

**Overdraft Repayment.** A member has forty-five (45) calendar days from the day the advance was made, to either deposit the funds, add to an existing loan or convert to a 21% signature loan. Overdraft loans that remain unpaid will be handled in a manner consistent with the Credit Union's Collection Procedures and/or Loan Charge Offs policy.

**Overdraft Fees.** Applicable fees will be assessed for each overdraft. A list of current fees and applicable interest rate(s) will be furnished when the account is opened.

**Overdraft Negative Account Balances.** The Credit Union may immediately terminate this program for members who fail to pay any negative balance amounts upon demand. The Credit Union may also close the member's account forty-five (45) days after written notice to the member of his/her negative account balance, as this will be deemed to be a voluntary withdrawal from Credit Union membership.

**Postdated and Staledated Drafts/Checks.** We may pay any draft/check drawn on your account with us without regard to its date, unless you notify us to stop payment on the draft/check and the stop payment order is in effect at the time of payment. See the "Stop-Payments" section in this Agreement, below.

**Unsigned Share Drafts/Checks.** You agree that we shall not be liable for any loss as a result of making payment on an unsigned check or preauthorized debit unless the instrument(s) are reported lost or stolen.

**Lost or Stolen Share Drafts/Checks.** If your checkbook has been lost/stolen, please notify any MECU office immediately. We will stop payment on all outstanding drafts/checks and/or close your account and open a new one for you.

**Verification of Funds.** You agree that we are authorized to verify availability of funds when contacted by payees or endorsers of drafts/checks you have issued on your MECU share draft (checking) account.

**Stop-Payments.** A stop-payment order must be received in time to give us a reasonable opportunity to act on it and must precisely identify the number, date, and amount of the item, and the payee. Fees for stop-payment orders are set forth in the Fee Schedule. You understand that the exact information is necessary for our computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop-payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop-payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action. Additional limitations on our obligation to stop payment are provided by law.

A stop-payment order on a draft is in effect for a minimum of six (6) months unless a release is received in writing. A stop-payment order on a preauthorized Automated Clearing House (ACH) debit is in effect indefinitely, unless you notify us that the debit may resume. A release of the stop-payment request may be made only by the person who initiated the stop-payment. We do not have to notify you when a stop-payment order expires. Although payment of an item may be stopped, you will remain liable to us on any item drawn on this account, regardless of whether a stop payment order is submitted and regardless of whether you are the holder of the item. You agree to indemnify and hold us harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of a joint account owner, payee, or endorser in failing to stop payment on an item as a result of incorrect information provided by you. You agree to notify us if the share draft(s) described above is located, canceled, destroyed, or if a duplicate is issued.

**Credit Union Examination of Drafts.** We may disregard information on any draft other than the signature of the drawer, the amount, and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items. You acknowledge that, where possible, we process withdrawals from your account electronically and we have exercised ordinary care if we pay any item or honor any debit which has magnetic encoding or is presented electronically with sufficient information to be paid from your account without human intervention and we will not be liable beyond recrediting your account.

**Facsimile Signatures.** You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money that are drawn on us over a facsimile signature regardless of by whom or by what means the facsimile signature(s) may have been affixed, so long as they resemble the facsimile signature specimen on the Account Agreement or that are filed separately with us, and contain the required number of signatures for this purpose.

## WIRE TRANSFERS AND ACH PAYMENTS

*The following are the terms applicable to wire transfers and Automated Clearing House (ACH) payments. The words "you" and "your" refer to each person who is an owner on the account.*

1. The deadline for sending a wire transfer is 3:00 p.m. CST. The deadline for receiving a wire transfer is 4:00 p.m. CST. Any transfer or payment sent or received after these respective times will be sent or posted to your account the following business day. Business days for these transfers do not include: Saturdays, Sundays, or legal public holidays.
2. If you send or receive a wire transfer at MECU, Fedwire may be used. Regulation J is the law covering all Fedwire transactions.
3. If you give us a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying number or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number even if the number identifies a person different than the named beneficiary.
4. If you give us a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank.
5. We will not provide you with next day notice of receipt of a wire transfer to your account. You will continue to receive notices of receipt of wire transfers in the periodic account statements, which we provide.
6. We may give you credit for ACH payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree that, if we do not receive such final settlement, we are entitled to a refund from you of the amount credited to you in connection with that ACH entry.
7. ACH transactions are governed by operating rules of the National Automated Clearing House Association (NACHA). In accordance with these rules we will not provide you with the next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements, which we provide.
8. In the event of an error on our part in sending or receiving a wire transfer or ACH transfer, we will be obligated to pay you the normal dividend rate paid on the account from which the transfer should have occurred, or the account to which the funds should have been deposited.
9. We may accept, on your behalf, payments to your account which have been transmitted through one or more ACH's and which are not subject to the Electronic Funds Transfer Act (EFTA). Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Oklahoma. If you receive or transfer funds by Fedwire or ACH at MECU, doing so constitutes acceptance of these terms.

## CU@HOME DISCLOSURE

This Agreement governs the use of MECU's Internet Banking Service, jointly referred to as the "Service," provided by MECU. By using the Service to conduct transactions, you agree to the terms of this Agreement.

**Definitions.** As used in this Agreement, "account" and "accounts" mean the MECU account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Credit Union. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," and "Credit Union" refer to the individual Credit Union (Municipal Employees Credit Union) that holds your accounts.

**Deposit and Credit Agreements.** The terms and conditions in this Agreement shall have priority and take precedence over any existing terms and conditions in existing account and loan agreements you have with us in the event of a conflict.

**Required Equipment.** In order to use the Internet Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (either Netscape Navigator 4.0 or higher, Microsoft Internet Explorer 4.0 or higher), a member number, and Internet Banking PIN. The PIN is the confidential personal identification number you use to access your account(s) through Internet Banking. You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. MECU is not responsible for any errors or failures from any malfunction on your Computer, the browser or the software. MECU is also not responsible for any computer virus or related problems that may be associated with the use of an online system.

**The Service.** To use Internet Banking, you must have at least one MECU personal share account and a Internet Banking PIN. Through Internet Banking, you will have access to any of your MECU share accounts or loan accounts. Municipal Employees Credit Union reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

**Description of Internet Banking.** The Service allows you to perform some or all of the following functions from your Computer:

Online Account Access Functions and Limitations of Transfers

You may use Internet Banking to: (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.

- i. Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Internet Banking Service are counted against the permissible number of transfers described in the Deposit Agreement.
- ii. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Internet Banking transaction instructions received by 6:00 p.m. CST will be completed that business day. Any instruction received after 6:00 p.m. CST will be completed the next business day.
- iii. Transactional information for your accounts will be available from Internet Banking for a maximum of three (3) statement cycles from the date of inquiry.

**Personal Identification Number and Security.** Your Internet Banking personal identification number (PIN) is required to access MECU's Internet Banking functions. You agree not to give or make available your PIN to any unauthorized individual. If you believe your PIN has been lost or stolen, someone has attempted to use the Internet Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify MECU immediately at (405-297-2991). MECU does not maintain a record of your PIN. If you lose or forget your PIN, contact MECU immediately so that you may select a new confidential PIN.

**Your Liability for Unauthorized Transfer.** Tell us AT ONCE if you believe your account information and/or PIN have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or PIN has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or PIN, and we can prove we could have stopped someone from using your account/and or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

**Errors and Questions.** Telephone us as soon as possible if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number;
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information;
3. The dollar amount of the suspected error; and
4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will generally tell you the results of our investigation within ten (10) business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to forty-five (45) days. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Data Recording.** When you access Internet Banking to conduct transactions, the information you enter may be recorded. By using Internet Banking, you consent to such recording. When using Internet Banking to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions, or honor debits you have not signed. No signature is required for your consent. When using Internet Banking to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions, or honor debits you have not signed.

## ELECTRONIC SERVICES

Upon using any electronic fund transfer ("EFT") service, you agree to the terms of this Agreement and disclosure which governs the use of EFT services. In this Agreement the words "we", "us", and "our" mean the MECU and the words "you", and "your" mean the person or persons who signed the application for, or otherwise requested, the electronic transfer service and/or a card(s) and/or a Personal Identification Number (PIN) and/or a computer disk and each person to whom a card and/or a PIN and/or a disk has been issued.

**Types of Available Transactions.** (Some of the following services may not be available at all terminals or locations.)

1. **Preauthorized Transfers.** On certain scheduled recurring payments such as Social Security payments, employer compensation payments, pension payments, etc., you can arrange for the deposits to automatically be made to your accounts. You can also authorize us to make scheduled recurring payments from your checking accounts.
2. **Terminal Transactions.** You can use your Debit Card at any participating automated teller machine ("ATM") to:
  - Deposit cash or checks to your checking or savings account
  - Withdraw cash from your checking account
  - Transfer funds between your checking and savings account
3. **Merchant Transactions.** You can also pay for purchases at VISA® merchants and other point of sale (POS) providers that have agreed to accept the card(s) and withdraw cash (if permitted by the merchant).



**4. Home Banking Transactions or Automated Phone Transactions.** These services allow you to:

- Obtain account balances on your savings, checking, loans, or other accounts.
- Transfer funds between your savings or checking account or make a loan payment (limited to the same member number if accessed).
- Inquire if checks have cleared.
- Check for payroll deduction or deposit information.
- Inquire as to total dividends earned and interest paid for year-to-date (and current accounting period).
- Check your loan due date and total loan payoff.

**Additionally, Home Banking allows you to:**

- Inquire as to the prior years' total interest paid and dividends earned;
- Check your deposit account available balance and maturity date;
- Check your loan account available balance and payment amount.

**5. Telephone Transactions.** You can arrange for transactions to be made on your deposit account(s) by telephone. However, we may require information which is necessary to properly identify you as an account owner. If we are not satisfied with the information, we may ask you to go to one of our offices to conduct the transaction.

**Limitations on Preauthorized and Telephone Transactions.** Federal regulations set limitations on the frequency of preauthorized and telephone transfers from savings accounts and money market accounts. Telephone transfers, as used in this section, refer to transfers initiated through OnLine Banking, Home Banking and those initiated by telephoning the Credit Union with instructions to transfer funds from your savings or money market account. You may make only six preauthorized withdrawals and/or telephone transfers from your savings account each month or statement period. The Credit Union is not considered a third party for the purposes of re-paying loans and associated expenses.

**Limitations on Card Transactions ATM.** There is no limit on the number of withdrawals per day, however there is a dollar amount limitation of \$400 cash per day and \$500 in purchases per day. The Credit Union may limit the amount of the withdrawal to current collected balances and all deposits are accepted on a provisional basis subject to collection through normal procedures.

**Fees and Charges.** There will not be a transaction charge for each purchase or withdrawal made with the Debit Card. There will be a \$7.00 fee to reissue a card. There will be a \$30.00 insufficient funds fee on a Debit card transaction.

**Documentation of Transactions.** At the time of using a card you will receive a receipt. If you have arranged to have direct deposits made to your account you can call us at (405) 813-5500 or access Home Banking to find out the deposit has been made. You will get a monthly checking account statement and a quarterly savings account statement detailing all transactions posted to the account.

**Reporting Lost or Stolen Card(s) or PIN.** You agree to notify us immediately either orally, in writing, or by telephone of the loss, theft, or unauthorized use.

- in writing at 101 N. Walker Ave., Oklahoma City, OK 73102 or
- telephone 1-800-808-7230 seven (7) days a week, 24 hours a day or (405) 813-5500 Monday through Friday 8:30 a.m. to 5:00 p.m., of the loss, theft, or unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your card, unless you are grossly negligent in the handling of your card.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS.** You are required to notify MECU at 101 N. Walker, Oklahoma City, OK 73102 of any errors pertaining to your account not later than sixty (60) days after the print date on your FIRST statement on which the problem or error appeared. In the notification to MECU include the following:

- (a) Your name and account number;
- (b) A description of the error or the transfer that is in question. Please clearly explain why you believe this to be an error or why you need more information;
- (c) The precise dollar amount of the error in question.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (or 5 business days for unauthorized use of a Debit Card per VISA limitations) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days or (90) days if the transaction occurred at a point-of-sale location or outside the United States or on a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (or 5 business days for unauthorized use of a debit card per VISA limitations or 20 business days for a new account) 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 ten (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 send you a written explanation and reserve the right to debit your account for any monies deposited that are rightfully ours.

**Business Days.** Our business days are Monday through Friday. Holidays are not included.

**Telephone Number and Address.** If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (405) 813-5500 during business hours and/or write:

The Municipal Employees Credit Union  
101 North Walker Ave.  
Oklahoma City, OK 73102

**Stop Payment of Preauthorized Transactions.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing us in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will require the request be in writing and received by the Credit Union within two (2) weeks after you call. If these regular payments vary in amount, the person you are going to pay should advise you ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

**Liability for Failure to Make Transactions.** If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through, no fault of ours, you do not have enough money in your account to complete the transaction.
- If, the ATM where you are making the transaction does not have enough cash.
- If the terminal or equipment was not working properly and you knew about the breakdown when you started the transaction.
- If your account has insufficient collected funds.
- If the funds in your account are subject to legal or other encumbrances.
- If you have reported your card or PIN lost or stolen.
- If your card or PIN is canceled.
- If your Home Branch privileges have been canceled.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

**Disclosure of Account Information.** We will disclose information to third parties about your account or the transactions you make:

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

**Cancellation Cards.** We are not, under any circumstances, obligated to reissue a lost or stolen card. We may cancel or invalidate your card at any time. You may cancel your card by cutting it in half and returning the pieces to us at one of our Credit Union locations.

**Applicable Law.** This Agreement shall be governed by the laws of the State of Oklahoma to the extent not preempted by federal law. We may amend this Agreement at any time by giving you notice as required by law of such changes.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS telephone us at 405-813-5500 or write us at:

Municipal Employees Credit Union  
101 North Walker Ave.  
Oklahoma City, OK 73102

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 sixty (60) days after we send the FIRST statement on which the problem or error appeared.

a. Tell us your name and account number b. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 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 ten (10) business days. We will tell you the result of our investigation within ten (10) days (or 20 business days if the transaction occurred at a point-of-sale location or outside the United States or 5 business days for unauthorized use of a Debit card per VISA limitations) after we hear from you and correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (or 90 days if the transaction occurred at a point-of-sale location or outside the United States) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (20 business days if the transaction occurred at a point-of-sale location or outside the United States) or 5 business days for unauthorized use of a Debit card per VISA limitations) 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 ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## MISCELLANEOUS

### Substitute Checks

**What is a Substitute Check?** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However you have rights under other law with respect to those transactions.

**What are Your Rights Regarding Substitute Checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced/insufficient check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within ten (10) business days after we received your claim and the remainder of your refund plus dividends if your account earns dividends) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any dividend on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How Do You Make a Claim for a Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please write to us at the address listed on your statement. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your 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 check you received is insufficient to confirm that you suffered a loss; (for example, the item is illegible or damaged) and
- A copy of the substitute check or information to help us identify the substitute check, for example the check number, the name of the person to whom you wrote the check, and the amount of the check.

**Credit Union Lien and Security Interest.** If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt now or hereafter owed to the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

**Name or Address Changes.** You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change of address and may require any other notice from you to us. If we attempt to locate you, we may impose a service fee as set forth in the Rate and Fee Schedule.

**Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

**Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

**Inactive Accounts.** If your account falls below the applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth in the Rate and Fee Schedule for processing your inactive account. If we impose a fee, we will notify you as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statement. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

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

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

**Governing Law.** This Agreement is governed by the Credit Union's bylaws, federal laws and regulations. The laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearing house rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

**DOWNTOWN**

101 North Walker Ave.  
Oklahoma City, OK 73102  
(405) 813-5500

**DOWNTOWN DRIVE THRU**

616 Colcord Suite 101  
Oklahoma City, OK 73102  
(405) 813-5500

**SOUTH**

8812 South Walker  
Oklahoma City, OK 73139  
(405) 813-5550

**NORTH**

3561 West Memorial Road  
Oklahoma City, OK 73134  
(405) 813-5565

**COUNCIL OFFICE**

9012 North Council  
Oklahoma City, OK 73132  
(405) 813-5570

**VISA ACCOUNT INQUIRIES**

(800) 808-7230

**TDD VISA ACCOUNT INQUIRIES**

(800) 833-2862

**ADELINE**

(405) 297-3663

**WORLD WIDE**

[www.mecuokc.org](http://www.mecuokc.org)



Member accounts are federally insured to \$250,000 by the National Credit Union Administration.