

Farm Credit Employees Federal Credit Union

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TERMS AND CONDITIONS

Agreement

These Disclosures, along with any other documents we give you pertaining to your Membership, is a contract that establishes rules which control your account(s) with us. Please read this information carefully and retain it for future reference. If you sign a signature card, membership agreement, or open or continue to use the account, you agree to these Disclosures. In these Disclosures, the words “you”, “your”, and “yours” mean anyone who signs a Membership Agreement or opens or continues to use an account and the words “we”, “our”, and “us” mean Farm Credit Employees Federal Credit Union, a National Credit Union Administration chartered credit union (“FCEFCU”). Unless otherwise specified, in these Disclosures the word “account” means any one or more share or deposit accounts you have with FCEFCU.

Amendments

Except as prohibited by applicable law, we may change, add to, or otherwise amend the terms of these Disclosures at any time. If required by law, we will provide you with advanced notice of such amendments. In all other cases, we will provide you with notice as we deem appropriate under the circumstances. You agree that we may provide notice of amendments electronically if you have agreed to receive other communications and information from us electronically. If we have notified you of a change in any term of your account and your account remains open after the effective date of the change, you will be deemed to have agreed to the amended term(s). Notice from us to any one of the signers(s) on an account is notice to all of you.

Credit Reports

You agree that we may pull a credit report to open an account, if you request a loan or loan increase, or by continuing to use your account. You understand and agree we have the ability at any time to check your credit report and verify your employment in relation to any update, increase, renewal, extension, or collection on your account(s) or loan(s). You authorize us to use any credit report obtained to market or offer additional products or services to you and you specifically intend for your authorization to apply to current and future credit inquiries. You understand and agree that your authorization will remain in effect until you provide written notice of your revocation to FCEFCU. Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We may report information about your loan(s) or account(s) to credit bureaus. Late payments, missed payments, or other defaults on your FCEFCU accounts may be reflected in your credit report.

Consent to Contact

You agree that we may contact you using your contact information listed in our records, including your email address(es) and telephone number(s). By providing phone numbers to FCEFCU (including any wireless, mobile, or VOIP number), you expressly consent to receive autodialed or prerecorded calls and text messages from FCEFCU or any affiliates or agents performing services on our behalf. You consent to receive calls and text messages: (a) to notify you regarding any of your accounts; (ii) to provide you with debit card transaction alerts; (iii) to collect a debt or other obligation; or (iv) as otherwise necessary to service your accounts, loans, or products.

Consent to Monitoring and Recording

You provide your express consent to our monitoring and recording our conversations and other communications with you. Your consent applies to our monitoring and recording of telephone conversations, electronic messages, electronic records, or other data transmissions between you and us regarding your account or other products or service offered by us. Your consent applies regardless of whether you or we initiated the contact. Unless required by applicable law, you agree we can rely on your consent to monitor and record our communications provided herein and we are not obligated to notify you each time prior to our recording. We monitor and record conversations and communications for quality control, fraud prevention, and training purposes.

Inactive Accounts and Unclaimed Property

We have rules regarding inactive accounts, and we may charge a fee for inactive accounts. (See Fee Schedule) Additionally, Minnesota law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your accounts are considered unclaimed if you have not had any activity or communication with us regarding your account over a specific period of time. Ask us if you want further information about the period or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

Non-Member Check Cashing

If you issue a check drawn on your checking account and a nonmember of FCEFCU seeks to cash the check, you agree that we may require the nonmember to provide appropriate physical and/or documentary identification as a condition of cashing the check. You also agree that we may refuse to cash a check, even if it is properly payable and proper identification is provided, and such refusal shall not constitute wrongful dishonor of your check. You understand

and agree that a nonmember seeking to cash a check drawn on your account retains the ability to deposit the check with their own financial institution which would result in your check being presented to us through the normal check processing channels.

CHECKING ACCOUNT DISCLOSURE

Terms and Conditions Regarding Your Checking Account

1. No monthly service fees
2. No per item fee
3. No minimum balance

Post-dated checks

Under no circumstances will FCEFCU be liable for the payment or nonpayment of a post-dated check.

Statements

Statements will be mailed to you on a monthly basis unless you choose electronic statements.

Cost of printing checks

Check printing costs vary by type of checks chosen.

Overdrafts

An overdraft occurs when you do not have enough money in your checking account to cover a transaction based on your available balance. **Available Balance is the dollar amount of funds in your account (minus any check holds) that have not been authorized for another transaction.**

FCEFCU uses the **Available Balance** to determine whether a transaction will overdraw your account, be returned, or be declined, and for determining when an overdraft fee or NSF fee will be imposed. Your **Current Balance** reflects transactions that have been posted to your account but not transactions that have been authorized and are pending. Your available balance represents your current balance minus any holds on your account, debit card approvals that have not been presented for final payment or holds for checks you have deposited. You are responsible for ensuring your available balance is sufficient to cover all of your transactions. You can review your current and available balances when you review your account online, by phone, by mobile app, or in person.

We may determine the amount of available funds in your account for the purpose of deciding whether to pay an overdraft or return a transaction at any time between the time we receive the transaction and when we pay or return the transaction. This is important as certain transactions, including signature debit card transactions, may be authorized for payment (via an authorization hold); however, those transactions may still result in an overdraft if the transaction exceeds the account's available balance when the transaction posts to the account. The fact that an authorization hold was placed on your available balance does not mean the funds are set aside and made available to pay the specific transaction authorized. Rather, the hold is simply a reduction in your available balance based on the fact that

we have authorized a transaction and are obligated to pay the transaction when posted.

Overdraft Services

FCEFCU may cover your overdrafts in the following ways: **Overdraft Protection** is a share account and/or a line of credit loan that you have elected to link to your checking account to have those available funds automatically transferred in the event of an overdraft in the checking account. These are elected to occur in the order you have directed to FCEFCU.

Share Account

Transfers will be made in increments of \$100 into the checking account in an attempt to cover an overdraft. Transfers will be made until the Share Account has no available funds remaining or the overdraft is paid. *(A balance of \$5 is required in the Primary Savings Account in order to keep your account open).* The required \$5 minimum balance in the Primary Savings Account cannot be used to pay checks, Debit Card transactions, withdrawals from an ATM, or any other preauthorized debit. Contact FCEFCU to link your share account to your checking account.

*In compliance with **Regulation D**, of the Federal Reserve Board, you are limited to six transactions per month from your savings account without your physical presence in FCEFCU's office or at an ATM. This includes but is not limited to transactions by means of online banking, check, preauthorized payments to a third party, telephoning FCEFCU staff, or by automatic transfer due to insufficient funds. **If you exceed these limitations, any attempted Regulation D transaction after the sixth will be rejected and your account can be closed.***

Line of Credit Loan

Transfers will be made in increments of \$100 into your checking account in an attempt to cover the overdraft. Transfers will continue until the Line of Credit has no remaining limit or the overdraft is paid. **Advances from a Line of Credit to cover overdrafts may not be made if any loan made by FCEFCU to the account holder is past due.**

Contact FCEFCU at 1-800-551-1179 or 651-282-8880 to link your share account or apply for a line of credit loan

If after applying your chosen overdraft services, sufficient available funds are not enough to cover the check, Debit Card transaction, or preauthorized debit will be returned non-sufficient funds (NSF). An NSF fee will be deducted from your account for each occurrence where a check, Debit Card transaction, or preauthorized debit is returned.

ACH debits are cleared or returned the same day they attempt to post to the account.

FCEFCU may close a Checking Account if that Checking Account is charged with an excessive number of NSF's.

FCEFCU is prohibited from honoring any check, Debit Card transaction or preauthorized debit on an account that has been closed.

Non-Sufficient Funds (“NSF”) Fee

You agree that we may charge a Non-Sufficient Funds (NSF) fee for returning or rejecting transactions presented against your account that would exceed the available balance in your account. You further agree that we may charge an NSF fee each time a transaction is presented or submitted for payment even if the same transaction is presented for payment multiple times. You understand this means you could be charged multiple fees for one check that you wrote as that check could be presented and returned more than once. Similarly, if you authorize a merchant (or other individual or entity) to electronically debit your account you understand there could be multiple submissions of the electronic request which could result in multiple NSF fees. You agree that FCEFCU does not determine whether and when a transaction will be presented for payment.

ESIGN DISCLOSURE AND CONSENT

The following disclosures are required by the federal Electronic Signatures in the Global and National Commerce Act (ESIGN). They are necessary to open your account electronically.

This notice is being provided to inform you that you will receive important account opening and membership disclosures electronically. These disclosures will include but are not limited to:

- **Terms and Conditions**
- **Checking Account Disclosure**
- **ESIGN Disclosure and Consent**
- **E-Statement/E- Notice Delivery**
- **Regulation D**
- **ATM/Debit Card Disclosure**
- **Electronic Funds Transfer Act Notice**
- **Truth-In-Savings Disclosure**
- **Remote/Deposit Capture**
- **Funds Transfer Act**
- **Your Ability to Withdraw Funds**
- **Fee Schedule**
- **Privacy Policy**
- **NCUA Share Insurance**
- **E-Notices/E-Alerts Messaging**

Review the documents carefully and print a copy for your records. This disclosure applies to all communications for those products and services offered through the online membership application.

Scope of Communications to be Provided in Electronic Form

When you use a product or service to which this disclosure applies you agree that we may provide you with any communication in electronic format and we may discontinue sending paper communications. This includes but is not limited to:

1. All legal and regulatory disclosures and communications associated with the products or services available through online services affecting your membership and/or account(s).
2. Notices and disclosures concerning changes in the terms of your membership or/and account(s).
3. Policies and notices.
4. Loan Documentation

Method of Providing Communications to You Electronically

Communications may be provided to you by Email, E loan, and E Account Opening.

How to Withdraw Consent

You may withdraw consent to receive further communications in electronic form in person at FCEFCU, or you can call us at 1-800-551-1179 or 651-282-8880, or email us at credit.union@agribank.com, or writing us at Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite

100, St. Paul, MN 55101. By withdrawing your consent, you agree to receive communications by mail. Any future online membership opening will require you to accept this disclosure(s) again. We reserve the right to change the terms and conditions upon which this service is offered.

How to Update Your Records

It is your responsibility to provide and maintain a current email address on file with FCEFCU, as well as your current mailing address and telephone number. You can update your email address inside Online Banking, or by calling us at 1-800-551-1179 or 651-282-8880, or by emailing us at credit.union@agribank.com, or writing to us at Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101.

Hardware and Software Requirements

In order to access, view, and retain the electronic communications that FCEFCU makes available to you, you must have:

1. A computer with an internet browser that supports 128-bit encryption.
2. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
3. An email account with an internet service provider.
4. An operating system and internet connection capable of receiving, accessing, displaying, and either printing or storing the communications received from FCEFCU in electronic form or by accessing FCEFCU's website using a compatible internet browser.

Requesting Paper Copies

We will not send you a paper copy of any communication, unless you request it, or we deem it appropriate. You may request a paper copy by calling us at 1-800-551-1179 or 651-282-8880, or by email at credit.union@agribank.com, or in person, or by writing to Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101.

Communications in Writing

All communications in either electronic or paper format sent to you by FCEFCU will be considered "writing". You should print or save a copy of this disclosure as well as any other important disclosures provided to you.

Consent

By checking the "I AGREE" box for the E-Statement product, you consent to receive all communications regarding your membership, accounts, products, and services through electronic means. You further agree that you have access to a computer that satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic communications to you.

e-Statement/e-Notice Delivery Disclosure (Electronic Statements and Notifications)

To sign up for e-Statements/e-Notices Delivery (Service) you must be an owner of the account(s) you have chosen to receive e-Statements/e-Notices and be enrolled in FCEFCU's Online Banking. You must also read and accept this agreement. When your statement or notice is available, FCEFCU will send an e-mail to notify you. You can then log into your Online Banking account to view/print/save your document(s).

Scope of Communications to be Provided in Electronic Form.

By enrolling in the Service, you agree that we may provide you with any communications, including but not limited to notices and disclosures that we are required by law to provide to you in writing, relating to that account in electronic format. We will discontinue sending paper communications to you unless you withdraw your consent as described below.

Method of Providing Communications to You in Electronic Form.

All communications that we mail to you in electronic form will be provided either via e-mail at the e-mail address you provide us or by access through our website that we will designate in an e-mail notice we send to you at the time the information is available.

How to Withdraw Consent. You may withdraw your consent to receive communications in electronic form by contacting FCEFCU by e-mail at credit.union@agribank.com, or by phone at 1-800-551-1179 or 651-282-8880, or in writing to Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101.

We may treat your provision of an invalid e-mail address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have had a reasonable period of time to process your withdrawal. If you do not receive an electronic communication from us at the end of the statement cycle and you did not intend to withdraw your consent, contact us immediately to update your contact information.

How to Update Your Records. It is your responsibility to provided us with a true, accurate, and complete e-mail address, contact, and other information related to this disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update such information by contacting FCEFCU by e-mail at credit.union@agribank.com or calling us at 1-800-551-1179 or 651-282-8880 or writing to Farm Credit Employees Federal

Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101. Include your name, existing information, and your updated information.

Requesting Paper Copies. We will not send you a paper copy of any statement or notice, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic statement or notice by printing it yourself from online banking or by requesting that we mail you a paper copy. To request a paper copy, contact FCEFCU by e-mail at credit.union@agribank.com or call us at 1-800-551-1179 or 651-282-8880 or write to Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101.

Communications in Writing. All communications in either electronic or paper format from us to you will be considered "in writing." You should print and/or download a copy of this Disclosure and any other communication that is important to you.

Federal Law. You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act applies to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate, or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Service provided to you under this agreement. We do not and cannot warrant that the Service will operate without error, or that the Service will be available at all times, except as specifically provided in this agreement, or otherwise required by law.

Consent

By checking "I agree" on the e-Statements enrollment page, you are indicating you have read, understood and agree to be bound by the terms of this Agreement; indicating your execution and acceptance of the electronic delivery of the e-Statement/e-Notice Delivery Disclosure; authorizing the delivery of e-Statements and e-Notices on the Designated Account(s) as described above; warranting you have the appropriate equipment and software to prove the ability to

receive and retain e-Statements and e-Notices on the Designated Accounts, warranting that you have successfully viewed a statement, and warranting you have appropriate authority to act on behalf of the Owners of any and all Designated Accounts.

Regulation D

If you have made a transfer from a savings account and received a notice that you have exceeded your limit, it means that you have reached the transfer limit under Regulation D (Reg D). Why do these limits exist? It has to do with federal monetary policy set by the Federal Reserve Bank and described in Regulation D.

When determining the reserve amount, only transaction accounts, namely checking accounts, are considered in the calculations. Transfer limits are required on non-transaction accounts, namely savings, to ensure they are not being used like checking accounts and to safeguard the proper classification of deposits.

The limits **ARE NOT** unique to accounts at FCEFCU. All financial institutions are subject to Reg D.

What Does This Mean for your accounts?

Reg D limits the number and type of withdrawals you can make from a savings account. You may not make more than **6 withdrawals or transfers** from a savings account to another account(s), including online banking transfers, telephoning Member service, ACH, EFT, or by automatic transfer due to insufficient funds. You will be charged a fee if you exceed the limit during a month. (See "Fee Schedule").

Reg D does not limit deposits, ATM transactions or transactions made in person at a branch.

How to Avoid Exceeding Reg D Limits

Use your checking account which is not subject to the Reg D limits. You can make unlimited transactions from your checking account.

You can also make one large transfer from your savings instead of multiple smaller transfers

What to do if You Exceed Federal Transfer Limits

If you reached the limit for permissible transfers, you could withdraw money at an ATM or in person in our office.

Whether or not you have reached the transfer limit in a calendar month, your transaction count will reset at the beginning of the next month.

ATM/DEBIT CARD DISCLOSURE

Use of your ATM/Debit Card and/or Personal Identification Number (PIN) are governed by the Electronic Funds Transfer Act (EFT). The following Terms and conditions also apply.

You may use your ATM/Debit Card and PIN to:

1. Obtain balance information on your checking and savings account at an ATM.
2. Withdraw cash from your checking or savings account at an ATM.
3. Transfer funds between your linked checking and savings account at an ATM.
4. Obtain cash advances if you have a FCEFCU line of credit available when your checking account is overdrawn. Cash advances will be deposited in increments of \$100 into the checking account that is affected.
5. Pay for purchases from your designated checking account at merchants that have agreed to accept the card and may request the PIN (POS transaction).

You may use your Debit Card without your PIN to:

1. Pay for purchases from your checking account at places that display the MasterCard logo or have agreed to accept the Debit Card.
2. Obtain a cash advance from your checking account at a financial institution that displays the MasterCard logo.
3. Fund recurring preauthorized payments.
4. Your MasterCard debit card also allows you to conduct transactions which will generally require you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a MasterCard transaction. Provisions of your cardholder agreement that specifically relate to MasterCard transactions are inapplicable to non-MasterCard debit transactions.

Some of these services may not be available at all terminals. The time required to charge or credit your account after you use your card will depend on the location of the terminal and the type of transaction. Any transaction or cash advances may be subject authorization by Farm Credit Employees Federal Credit Union (FCEFCU) or by a MasterCard authorization center.

Each time your card is used, you authorize FCEFCU to debit or credit (whichever is appropriate) your account for the total amount shown on any sales draft, receipt, or credit voucher originated by use of the card whether it is signed by you. FCEFCU is permitted to handle such sales drafts, orders, and

vouchers in the same way it handles authorized checks drawn on your account.

Fees:

When you use an ATM, 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. You understand and agree that the ATM operator or network may charge you multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session.

Limitation on Use of Card:

You must maintain a checking Account at FCEFCU to be eligible for a Debit Card.

You may not:

- a. Request any transaction at a terminal if you know or are informed at the terminal or by clerk that a terminal is malfunctioning or not operating.
- b. Attempt any transaction at an ATM or POS terminal without the use of your Card and correct PIN.
- c. Attempt to initiate any transaction in connection with an account that has been closed by you or FCEFCU that is subject to legal process or other encumbrance.
- d. Request a withdrawal or transfer of funds from an account:
 - 1) If the withdrawal or transfer would overdraw the account or if the withdrawal would exceed any line of credit or other funds available to your account.
 - 2) In an amount more than any dollar limitations imposed by the terminal owner.
- e. Use your card for illegal transactions. FCEFCU will terminate or withdraw any product or service if we become aware that you used it in an illegal manner or for an illegal transaction. You agree to hold harmless and indemnify FCEFCU and reimburse FCEFCU for losses incurred as a result of using the card for any illegal transactions.
- f. Cash refunds will not be made to you on purchases made with your Debit Card. If a merchant who honors your Debit card gives you credit for merchandise returns or adjustments, the merchant will do so by applying a credit to your account and giving you a credit slip. Any claim or defense with respect to property or services purchased with you Debit Card must be handled by you directly with the merchant or other business establishment that accepts the Debit Card, and any such claim or defense that you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate fees we may be authorized to make.
- g. If any of your FCEFCU accounts become overdrawn or past due, FCEFCU may restrict your use of the card. If this action becomes permanent, you will be notified

within 30 days. Neither FCEFCU nor the terminal owner is liable to you if the transaction is not completed and you have violated any of these rules.

Limitations on FCEFCU’s Responsibilities:

The terminals and any other system containing terminals at which the card may be used are available for your convenience and except to the extent provided in Section 910 of the Electronic Funds Transfer Act, FCEFCU is not liable for the unavailability or failure to operate of all or any part of any system. Except for its own negligence, FCEFCU is not liable for any personal injury or tangible property damage suffered or incurred by you through use or attempted use of the card at any terminal. FCEFCU is not responsible for the refusal or any merchant or terminal to honor the card.

The card and PIN are provided solely for your use and convenience. If you furnish your card or PIN to another person, you shall be deemed to have authorized all transactions that may be completed using the card or PIN until you have given actual notice to FCEFCU that further transactions are unauthorized. You shall be obligated to pay FCEFCU the amount of any money, property, or services obtained by the authorized use of the card or PIN to the extent that FCEFCU is unable to charge such amounts to the account, and you hereby authorize FCEFCU to charge the amount of any such obligation to any other of your accounts at FCEFCU. You understand that FCEFCU does not encourage the use of your card and/or PIN by people who are not joint on your account. If you allow another person to use your card and/or PIN but do not tell us, FCEFCU will treat all transactions made by that person as if the transactions were made by an authorized user. It is your responsibility to control or terminate the use of your Card and/or PIN by such persons, and you will remain liable for any and all use by such persons. The card remains the property of FCEFCU and shall be surrendered upon request. FCEFCU may terminate your privilege of using the Card and may withhold approval of any transaction at any time. Termination of privileges shall not affect your rights and obligations for transactions made with the card before your privileges were terminated.

You shall at all times:

1. Safely keep Card and PIN and not permit anyone else to use them.
2. Not record the PIN on or near the card or otherwise disclose or make it available to anyone else.
3. Use the card, PIN, and terminals only as instructed and only for purposes authorized by FCEFCU.
4. **Immediately** report to FCEFCU any loss, theft, disappearance, or known or suspected unauthorized use of the card or any disclosure of the PIN. Immediate notification will limit your liability for unauthorized use as provided for in FCEFCU’s

Electronic Funds Transfer Disclosure. Telephoning us is the best way of doing this.

Call us at 1-800-551-1179 or 651-282-8880. If you cannot notify us by phone, you may notify FCEFCU in person, email credit.union@agribank.com or by writing us at:

Farm Credit Employees Federal Credit Union
375 Jackson Street, Suite 100,
St. Paul, MN 55101

Liability for Unauthorized Use:

If you keep your Personal Identification Number (PIN) on, with, or near your card, or in a location accessible to others, you will be liable for any unauthorized use of the card and/or PIN up to the maximum amount allowed by law.

Agreement with Rules:

Your retention of, signature on, or use of the card constitutes your agreement to comply with these rules as amended from time to time. This agreement and your use of the card will be governed by the laws of the State of Minnesota.

ELECTRONIC FUNDS TRANSFER ACT

To our Members who have or may authorize Electronic Fund Transfers (EFTs):

The Electronic Fund Transfer Act and Regulations require that we disclose pertinent information to you about EFT's to or from your account. By EFT's we mean preauthorized transactions to and from your account with us or by means of your ATM/Debit Card, Bill Pay, ACH, Electronic Check Conversion, Online Banking Service and Mobile Deposit.

If an EFT overdraws your account, you will be notified and will agree to make immediate payment to FCEFCU of the amount of any overdrafts together with any service fees FCEFCU may impose. Also, whenever your account is overdrawn, we have the right to return, unpaid, any checks or other orders on your account that are presented to FCEFCU and to assess a service fee each time for making such returns. If your account has a Line of Credit loan associated with it, the terms and conditions contained in your Line of Credit Agreement (or other applicable agreement) will control, with respect to overdrafts of your account regardless of whether they result from purchases, cash withdrawals, use of checks, or any EFT.

These rules constitute an addition to all other agreements and regulations of FCEFCU governing accounts, which are accessible by EFT's or indebtedness on which payments may be made by use of EFT's. Any account directly or indirectly accessible with a PIN (Personal Identification Number) or card will remain subject to the fees provided for in the separate agreement or regulations covering that account. FCEFCU reserves the right to change the terms and conditions at a future date after giving you 21 days' notice of such change.

These rules may be amended by FCEFCU at any time, and subject to compliance with any applicable requirement of law concerning notice, such amendment shall be effective upon mailing or emailing by FCEFCU of a copy of such amendment to Member at the address to which Member's statements are sent.

DISCLOSURES APPLICABLE TO ALL TYPES OF EFT SERVICE

- A. **Business Day Disclosure:** FCEFCU's business days are Monday through Friday. Holidays are not included.
- B. **Periodic Statements:** You will get a monthly statement unless there are no transactions in a particular month. In any case you will get a statement at least quarterly.
- C. **Account Information Disclosure:** we will disclose information to third parties about your account or the transfers you make:
 1. Where it is necessary for completing transfers.

2. In order to verify the existence and condition of your account for a third party, such as, a credit bureau.
3. In order to comply with government agency or court orders or whenever required by law.
4. If you give us your written permission.

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

1. If, through no fault of ours, the available balance in your account is insufficient to make the transfer.
2. If your funds are subject to legal process or other encumbrance restricting such transfer.
3. If the transfer would go over the credit limit on your Line of Credit.
4. If the system was not working properly and you knew about the breakdown when you started the transfer.
5. If the transfer would be restricted by applicable law or regulation.
6. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
7. There may be other exceptions stated in our agreement with you.

E. **Multiple Party Accounts:** Each Member, who is a party to an account that is a joint account, hereby appoints each other Member, who is a party to such account, as Member's attorney with power to appoint one or more agents with power to use the PIN or card or make transfers to or from such account. Each Member shall indemnify FCEFCU for any tax it may be required to pay under state statutes by reason or withdrawals or payment from the account, after the death of a Member, to any person, or to the survivor in the case of a joint account.

F. **If You Furnish Your Card, Password, or PIN to Another Person:** You shall be deemed to have authorized all transactions, which may be accomplished using the card, password, or PIN until you have given actual written notice to FCEFCU that further transactions are unauthorized. You shall be obligated to pay FCEFCU the amount of any money, property, or services obtained by the authorized use of the card, password, or PIN to the extent that FCEFCU is unable to fee such amounts to the account, and you hereby authorize FCEFCU to fee

the amount of any sch obligation to any other of your accounts at FCEFCU.

- G. **Error Resolution Procedures:** In case of errors or questions about your EFT: Telephone FCEFCU at 1-800-551-1179 or 651-282-8880; or email credit.union@agribank.com, or write us at Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101; as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after you receive the FIRST statement on which the problem or error appeared.
1. Tell us your name, account number, and confirmation number (if any).
 2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
 3. Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation 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 concern or question. If we decide to do this, we will provisionally 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. When we ask you to put your concern or question in writing and we do not receive it within 10 business days, we may not recredit your account.

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

If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation and reverse any provisional credit we may have issued. You may ask for copies of the documents we used in our investigation.

PREAUTHORIZED EFT'S:

- a. **Documentation of Transfers:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call 1-800-551-1179 or 651-282-

8880 or log on to online banking to find out if the deposit has been made. If you pay for something with a check, you may authorize your check to be converted to an electronic fund transfer. You may also authorize merchant to electronically debit your account for returned check fees.

- b. **Internal Transfer:** If you have authorized FCEFCU to transfer funds from a share to a loan that is the exact payment amount and is scheduled to pay on the exact due date and funds are not available, FCEFCU will retry the transfer for up to 10 days after the due date. If the payment is not satisfied at that time, it will be your responsibility to complete the missed transfer. Subsequent transfers will not occur until the loan has been brought current
- c. If you have authorized FCEFCU to transfer a specified amount of funds from a share account to a loan or share account on a specific day and funds are not available, it will be your responsibility to complete the missed transfer. Subsequent transfers will continue as scheduled.
- d. **External Transfers:** For outgoing transfer, funds must be in your FCEFCU account by 6:00 a.m. Central Time one business day prior to the Direct Payment date. If the Direct Payment date falls on a weekend or holiday, the transfer will be posted 1-2 business days later.
- e. **Right to Stop Payment:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To place a stop payment call FCEFCU at 1-800-551-1179 or 651-282-8880; or write us at Farm Credit Employees Federal Credit Union, 375 Jackson Street Suite 100, St. Paul, MN 55101 in time for us to receive your 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. If you order us to stop one of these payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. You are not permitted to stop payment on any purchase, withdrawal, payment, or transfer originated by use of the ATM/ Debit Card, Bill Pay or online banking, and FCEFCU has no obligation to honor any such stop payment request by you.
- f. **Notice of Varying Amounts:** If these payments may vary in amount, the person you are going to pay should tell you 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 your

payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you set.

- g. **Limitations on Frequency of Transfers:** In compliance with Regulation D of the Federal Reserve Board, you are limited to six transactions per month from each of your savings accounts without your physical presence at a branch or ATM. This includes but is not limited to transactions by means of online, ACH, EFT, preauthorized payment to a third party, telephoning Member Service, or by automatic transfer due to insufficient funds.
- h. **Fees that apply to Preauthorized EFT's are detailed in the "Service Fees" Disclosure.**
- i. **Liability Disclosure:** If your monthly Statement shows transfers that you did not make and you do not contact us within 60 days after the statement was provided to you, you may not get back any money lost after that time if your contacting us would have prevented those losses. If extenuating circumstances (such as extended travel or hospitalization) prevent your contacting us, the time period may be extended.
- j. **Telephone Number and Address:** If you believe that an unauthorized transfer from your account has occurred or may occur, call FCEFCU at 1-800-551-1179 or 651-282-8880, write FCEFCU at Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101, or email at credit.union@agribank.com.

ATM/DEBIT CARD

- a. **Account Access:**
You may use your ATM/DEBIT Card and PIN to:
 - 1. Obtain balance information on your savings account and/or checking account at an automatic teller machine (ATM).
 - 2. Withdraw cash from your savings or checking account at an ATM.
 - 3. Transfer funds between your linked checking and savings account at an ATM.
 - 4. Obtain cash advances if you have a line of credit available when your checking account is overdrawn. Cash advances will be deposited in increments of \$100 into the checking account that is affected.
 - 5. Pay for purchases from your one designated checking account at merchants that have agreed to accept the card and PIN. (POS Transactions)

You may use your Debit card without your PIN to:

- 1. Pay for purchases from your checking account at places that display the MasterCard logo or have agreed to accept the Debit Card.
- 2. Obtain a cash advance from your checking account at a financial institution that displays the MasterCard logo.
- 3. Fund recurring preauthorized payments. Your MasterCard debit card also allows you to conduct transactions on debit networks, which will generally require you to enter your PIN. Some merchants are authorized to accept non-MasterCard debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a MasterCard transaction. Provisions of your cardholder agreement that specifically relate to MasterCard transactions are inapplicable to non-MasterCard debit transaction.

Some of these Service may not be available at all terminals. The time required to charge or credit your account after you use your card will depend on the location of the terminal and the type of transaction. Any transaction or cash advances may be subject to authorization by FCEFCU or by a MasterCard authorization center.

Each time your card is properly used, you authorize FCEFCU to debit or credit (whichever is appropriate) your account for the total amount shown on any sales draft, receipt, or credit voucher originated by use of the card whether or not it is signed by you. FCEFCU is permitted to handle such sales drafts, orders, and vouchers in the same way it handles authorized checks drawn on your account.

- b. **Documentation of Transfers:** You will have the option of receiving a receipt at the time you make any transfer to or from your account using an ATM or Point of Sale (POS) terminal or make purchases using your Debit Card.
- c. **Limitations of the Frequency and Dollar Amounts of Transfers:** For security reasons, there are limitations on the number and dollar amount of cash withdrawals you may make per day at an ATM or POS Terminal. There are also limitations on the total number and dollar amount of MasterCard merchant purchases or MasterCard cash advances or MasterCard ATM withdrawals you may make each day.

FCEFCU reserves the right to make periodic risk assessments and to change your maximum daily

limits without notice. We will not reduce your daily limits below \$100 without giving you prior notice.

Individual terminals or terminal operators may also have limits on the frequency of cash withdrawals or deposits performed at their terminals

d. **Your Ability to Withdraw Funds:** FCEFCU's policy is to make available immediately up to \$225 of your total funds deposited daily through a terminal. The remaining funds will become available in compliance with regulatory requirements. The balance of your deposited funds generally will be available the beginning of the second business day following the day of deposit. For determining the availability of your deposits made through a terminal, every day is a business day except Saturdays, Sundays, and Federal holidays. If you make a deposit through terminal after 2:00 pm or on a day we are not open, we consider that the deposit was made on the next business day we are open.

e. **Fees for Transfer:** Fees that apply to ATM/Debit Cards are detailed in the "Service Fees" Disclosure. 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. You understand and agree that the ATM operator or network may charge you multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session.

f. **Liability Disclosure**

Contact us AT ONCE if you believe your card and/or PIN has been lost or stolen or money is missing from your account. You will not be liable to FCEFCU for more than \$50 for unauthorized transfer if you immediately notify FCEFCU of any loss, theft, disappearance of known suspected unauthorized use of the card or PIN. If you do not tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you have told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had

told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us. We may extend the time periods.

g. **Telephone Number and Address:**

If you believe your card or PIN has been lost or stolen or that an unauthorized transfer from your account has occurred or may occur, call FCEFCU at 1-800-551-1179 or 651-282-8880, write Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101, or email credit.union@agribank.com.

ONLINE BANKING/BILL PAY

a. **Account Access**

For any authorized account, you may use your online password to pay bills directly from your checking account to any vendor on your authorized vendor list. For any authorized account, you may use your Online Banking to:

1. Transfer funds between your Checking and Savings Account.
2. Obtain cash advances, if you have a line of credit available, to be transferred into savings, checking, or issued to you in a check.
3. Transfer from savings or checking.
4. Inquire on your accounts at FCEFCU.

b. **Limitation on Frequency of Transfers**

You may use Bill Pay to make any number of payments from your checking account to any vendor on your list. There are no limitations on the number of online transfers. However, in compliance with Regulation D of the Federal Reserve Board, you are limited to six transfers per month from each of your savings accounts whether by means of online banking, preauthorized transfer, ACH withdrawal, telephoning Member Service or by automatic transfer due to insufficient funds. If you exceed this limit those transactions will be denied.

c. **Limitations on Dollar Amount of Transfers;** you may make transfers or check withdrawals up to the dollar amount of the available balance in your account. You may make a check withdrawal from your checking, or savings, with no limitation using online banking. While there is no limit to the number of payments that may be authorized with Bill Pay, you may make payments up to the maximum amount of \$5,000.

d. **Fees for Transfer:** Fees, if any, which apply to the Bill Pay service are disclosed in the "Service Fees"

Disclosure. Until Member is notified by FCEFCU to the contrary, Member will not be charged any transaction fees by FCEFCU for use of online banking.

- e. **Liability Disclosure:** Contact us AT ONCE if you believe your card and/or PIN has been lost or stolen or money is missing from your account. You will not be liable to FCEFCU for more than \$50 for unauthorized transfer if you immediately notify FCEFCU of any loss, theft, disappearance of known suspected unauthorized use of the card or PIN. If you do not tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you have told us, you could lose as much as \$500.
- f. **Telephone Number and Address:** If you believe your card or PIN has been lost or stolen or that an unauthorized transfer from your account has occurred or may occur, call FCEFCU at 1-800-551-1179 or 651-282-8880, or email to credit.union@agrbank.com, or write Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101.
- g. **Inactive Accounts:** Please note if you have not accessed your account using online banking within a six-month time period, FCEFCU may automatically un-enroll you from these Service. You may re-enroll at any time.

ELECTRONIC CHECK CONVERSION

- a. **Account Access:** You may authorize a merchant or other payee to make one-time electronic payments from your checking account using information from your check to:
 - 1. Pay for purchases
 - 2. Pay bills.
- b. **Liability Disclosure:** Contact us at once if you believe an electronic fund transfer has been made without your permission using the information from your check.
- c. **Telephone Number and Address:** If you believe a transfer has been made using the information from you check without your permission:

Call FCEFCU at 1-800-551-1179 or 651-282-8880, or email to credit.union@agrbank.com, or write Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101.

TRUTH-IN-SAVINGS DISCLOSURE

(Except as specifically described, the following disclosure applies to all accounts.)

Specific rates are enclosed on inserted rate sheets that may change from time to time. Current rates on all savings instruments are always available by calling FCEFCU at 1-800-551-1179 or 651-282-8880, or writing Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101, or Emailing credit.union@agribank.com.

Service Information

In order to receive any Service from FCEFCU, the Member must open a Primary Savings Account and maintain a \$5 minimum balance. A Member must maintain a minimum of \$5 in their Primary Savings account to be a member in good standing and eligible to use the products and services of FCEFCU.

Balance Information

The minimum balance required to open each account is set forth in these Disclosures. The minimum monthly balance required to avoid a service fee is set forth in these disclosures. Dividends are calculated by the daily balance method that applies a daily periodic rate to the principal in the account each day.

Nature of the Dividend

Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. The dividend rate and annual percentage yield are the prospective rates and yields that FCEFCU anticipates paying for the applicable dividend period. The annual percentage yield assumes all dividends remain and are not withdrawn from the account.

Rate Information

See FCEFCU's rate sheet, or call 1-800-551-1179 or 651-282-8880, or email credit.union@agribank.com to find the dividend rate and annual percentage yield on your accounts. All accounts are considered variable rate accounts except the share certificate accounts and the fixed IRA accounts that are contractually fixed rates. The dividend rate and annual percentage yield may change at any time on the variable rate accounts as determined by the Board of Directors. The annual percentage yield assumes all dividends remain and is not withdrawn from the account.

Compounding and Crediting

Dividends will be compounded and credited as set forth in the account description portion of this packet. The dividend period for all accounts is monthly beginning on the first calendar day of the month and ending on the last calendar day of the month. The exceptions to this are the share certificates and the fixed IRA's which are detailed below.

Account Limitations

In compliance with Regulation D of the Federal Reserve Board, you are limited to six transactions per month from your savings account(s) without your physical presence at a branch or ATM. This includes but is not limited to transactions by means of online banking, check, preauthorized payments to a third party, telephoning Member service, or by automatic transfer due to insufficient funds.

For Federal Reserve bank reporting purposes, this account consists of a transaction category and a savings category. FCEFCU may periodically transfer funds not routinely needed to pay debits between these two categories. If your account is one on which dividends are paid, your dividend calculation will remain the same. Otherwise, the savings category will be non-interest or non-dividend bearing and will be governed by the rules governing our other savings accounts indicated within the "Your Ability to Withdraw Funds at FCEFCU" section of this disclosure. This process will be invisible to you and will not affect your available balance, the dividends you may earn, NCUA insurance protection, your monthly or quarterly statement, or any other features of this account. This process does not count toward the maximum of six Regulation D transactions per month.

FCEFCU may close your savings and/or checking account if that account is charged with an excessive number of NSF's. IF, at the time of closure, your account contains a negative balance, the closure and the negative balance will be reported to a national credit reporting agency. If any of your accounts have a negative balance for an extend period, the account will be closed, and the negative balance will be reported to a national credit reporting agency.

Provisional credit is given for items cashed or deposited at FCEFCU. If the item is returned unpaid for any reason, we have the right to reverse the provisional credit and you agree to reimburse us for the item. We reserve the right to automatically send the item to the paying bank a second time. If we do so, we will not charge your account for the amount of the item or the fee. You agree to waive the notice of right of chargeback and authorize re-presentation of the

item without it being given to you. A fee may be charged for such returned time each time an item is returned, see "Service Fees" Disclosure.

Accrual of Dividends

Dividends will begin to accrue on the cash and non-cash deposits (e.g., checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will be paid.

National Credit Union Share Insurance Fund

All Member accounts in FCEFCU are federally insured by the National Credit Union Share Insurance Fund to at least \$250,000.

ACCOUNT DESCRIPTIONS

PRIMARY SAVINGS AND OTHER SECONDARY SAVINGS:

Description of Account: This is the primary credit union "Savings" Account. You must execute a Membership Agreement and maintain a \$5 balance in a primary share account for membership in the credit union, allowing you to vote at the annual meeting, if all voting requirements are met, and to obtain other credit union benefits and Service. Secondary Savings can be established to meet the Member's needs for separate Savings Account.

Dividends Compounded: Monthly
Dividends Credited: Monthly
Minimum Opening Balance: \$5
Minimum Monthly Balance: \$5
Balance Computation Method: Daily
Account Limitations:

Account Transaction Limitations Apply

Fees:
See "Service Fees" Disclosure

COLLEGE CLUB SAVINGS:

Description of Account: College Club Savings are savings investments set up for the purpose of accumulating funds to pay for college expenses.

Dividends Compounded: Monthly
Dividends Credited: Monthly
Minimum Opening Balance: \$5
Minimum Monthly Balance: \$5
Balance Computation Method: Daily
Account Limitations:

Account Transaction Limitations Apply

Fees:

See "Service Fees" Disclosure

CHECKING:

Description of Account: This account offers you the convenience of withdrawing funds by checks or other remote means.

Dividends Compounded: Monthly
Dividends Credited: Monthly
Minimum Opening Balance: \$0
Minimum Monthly Balance: \$0
Balance Computation Method: None
Account Limitations: None

Fees:

No Checking fees associated with account. Transaction and access to ATM may be charged as detailed in the "Service Fee" Disclosure.

TRADITIONAL INDIVIDUAL RETIREMENT ACCOUNTS (IRA)

Description of Account: IRAs are savings investments set up for the purpose of accumulating funds for retirement. Transfers and Rollovers accepted. All IRAs are regulated by the Internal Revenue service. (Special rates and other terms apply to these accounts.)

Dividends Compounded: Monthly
Dividends Credited: Monthly
Minimum Opening Balance: \$500
Minimum Monthly Balance: \$500
Balance Computation Method: Daily
Account Limitations: None
Fees: None

SHORT TERM SHARE CERTIFICATES

Description of Account: Share certificate accounts offer a preferred rate in exchange for your commitment to leave funds on deposit for a set period of time. Early withdrawals are subject to a dividend penalty. Generally, we offer share certificates with maturities of three, six, and twelve. All rates disclosed are assuming that the dividends earned are left in the investment and compounded. Withdrawal of the earned dividends will reduce future earnings.

Dividends Compounded: At maturity
Dividends Credited: At maturity
Minimum Opening Balance: \$500
Minimum Monthly Balance: \$500
Balance Computation Method: Daily
Account Limitations:

An early withdrawal penalty equal to all interest earned will be assessed on the amount of the withdrawal.

Fees:

See "Service Fees" Disclosure

LONG TERM SHARE CERTIFICATES

Description of Account: Share certificate accounts offer a preferred rate in exchange for your commitment to leave funds on deposit for a set period of time. Early withdrawals are subject to a dividend penalty. Generally, we offer share certificates with maturities of eighteen, twenty-four, thirty, thirty-six, forty-two, and forty-eight months. All rates disclosed are assuming that the dividends earned are left in the investment and compounded. Withdrawal of the earned dividends will reduce future earnings.

Dividends Compounded: Quarterly
Dividends Credited: Quarterly
Minimum Opening Balance: \$500
Minimum Monthly Balance: \$500
Balance Computation Method: Daily

Account Limitations:

An early withdrawal penalty equal to 180 days dividends will be accessed on the amount of the withdrawal.

Fees:

See "Service Fees" Disclosure

SHORT TERM TRADITIONAL INDIVIDUAL RETIREMENT (IRA) SHARE CERTIFICATES

Description of Account: Share certificate accounts offer a preferred rate in exchange for your commitment to leave funds on deposit for a set period of time. Early withdrawals are subject to a dividend penalty. Generally, we offer share certificates with maturities of three, six, and twelve. All rates disclosed are assuming that the dividends earned are left in the investment and compounded. Withdrawal of the earned dividends will reduce future earnings.

Dividends Compounded: At maturity
Dividends Credited: At maturity
Minimum Opening Balance: \$500
Minimum Monthly Balance: \$500
Balance Computation Method: Daily

Account Limitations:

An early withdrawal penalty equal to all interest earned will be accessed.

Fees:

See "Service Fees" Disclosure

LONG TERM TRADITIONAL INDIVIDUAL RETIREMENT (IRA) SHARE CERTIFICATES

Description of Account: IRA Share certificate accounts offer a preferred rate in exchange for your commitment to leave funds on deposit for a set period of time. Early withdrawals are subject to a dividend penalty. Generally, we offer share certificates with maturities of eighteen, twenty-four, thirty,

thirty-six, forty-two, and forty-eight months. All rates disclosed are assuming that the dividends earned are left in the investment and compounded. Withdrawal of the earned dividends will reduce future earnings.

Dividends Compounded: Quarterly
Dividends Credited: Quarterly
Minimum Opening Balance: \$500
Minimum Monthly Balance: \$500
Balance Computation Method: Daily

Account Limitations:

An early withdrawal penalty equal to 180 days dividends will be accessed on the amount of the withdrawal.

Fees:

See "Service Fees" Disclosure

Remote/Deposit Capture

As used in this Disclosure and Agreement the words "we," "our," and "us" mean Farm Credit Employees Federal Credit Union (FCEFCU) and the words "you" and "your" mean the consumer(s) that applied for and/or use any of the Mobile Remote Deposit Capture Service (the Service) described in this Disclosure and Agreement. Your application for use of the Mobile Remote Deposit Capture Service and our notification of approval of your application.

USE OF THE SERVICE

Following receipt of our notification approving your use of the Service you are authorized by FCEFCU to remotely deposit paper checks you receive to your account with FCEFCU (the Account) by electronically transmitting a digital image of the paper checks to us for deposit. Your use of the Service constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. You agree to comply with the hardware and software requirements set forth in the System Requirements. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image via onscreen messaging and/or e-mail notification. You understand that, in the event you receive a notification from FCEFCU confirming receipt of an image, such notification does not mean that the image contains no errors or that FCEFCU is responsible for any information you transmit to us. FCEFCU is not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept, reject or reverse any item for remote deposit into the Account. You understand that any amount credited to the Account for items deposited using the Service is a provisional credit and you agree to indemnify FCEFCU against any loss we suffer because of our acceptance of the remotely deposited check.

COMPLIANCE WITH LAW

You agree to use the products and Service for lawful purposes and in compliance with applicable laws, rules, and regulations, as well as all laws pertaining to the conduct of your business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation

thereof. This indemnity will survive termination of the Account and this Disclosure and Agreement.

CHECK REQUIREMENTS

Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. The amount of the check must be \$5000 or less. Prior to capturing the original check, you will endorse the back of the original check and include the following information: member number, date of deposit and the words "via Mobile Deposit". The image of the check transmitted to FCEFCU must accurately and legibly provide, among other things, the following information:

- (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and
- (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality for the check will meet the standards for image quality established by the Board of Governors of the Federal Reserve and any other regulatory agency, clearing house or association.

REJECTION OF DEPOSIT

We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to the Account due to an item being returned.

ITEMS RETURNED UNPAID

A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to the Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account.

E-MAIL ADDRESS

You agree to notify us immediately if you change your e-mail address, as this is the e-mail address where we will send you notification of receipt of remote deposit items.

UNAVAILABILITY OF SERVICE

You understand and agree that the Service may at times be temporarily unavailable due to FCEFCU's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Service are unavailable, you acknowledge that you can deposit an original check at our office, or by mailing the original check to Farm Credit Employees Federal Credit Union, at 375 Jackson St. Suite 100, St. Paul, MN 55101. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by FCEFCU.

FUNDS AVAILABILITY

We are notifying you in advance that Mobile Deposits made using our Mobile Deposit service do not fall under the standard provisions of Regulation CC- Expedited Funds Availability Act. As such, longer hold periods may apply. In general, our policy is to make funds from your cash, check and electronic direct deposits available to you on the same day we receive your deposit. Funds deposited using the Mobile Deposit service may be reviewed and funds available within three to five business days from the day of deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. You acknowledge that all credits given by us for an Item are provisional, subject to verification and final settlement.

ACCOUNT HOLDER'S WARRANTIES

You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Service:

1. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment or return of, or otherwise be charged for, the item (either the original item or a paper or electronic representation of the original item) such that the

person will be asked to make payment based on an item it has already paid.

4. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

6. Other than the digital image of an original check that you remotely deposit through the Service, there are no other duplicate images of the original check.

7. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

8. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

9. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

STORAGE OF ORIGINAL CHECKS

You must securely store each original check deposited using the Service for a period of 30 days after transmission to us. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks. If you are using the Service to deposit items into an account in the name of a Business to which you are an authorized signer or user, you understand that the original check(s) must be accessible only by authorized personnel.

SECURING IMAGES ON MOBILE DEVICES

When using Mobile Deposit, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION

You understand and agree that you are required to indemnify FCEFCU and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including

reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

IN CASE OF ERRORS

In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Disclosure and Agreement, you will immediately contact FCEFCU regarding such error or breach. Call FCEFCU at 651-.282-8880 or 1-800-551-1179, or e-mail us at credit.union@agribank.com, or write us at Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101.

LIMITATION OF LIABILITY

You understand and agree that FCEFCU is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

CHARGES FOR USE OF THE SERVICE

Any charges associated with the Service are disclosed in FCEFCU "Service Fee" Schedule.

DISCLAIMER OF WARRANTIES YOU UNDERSTAND THAT FCEFCU DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FCEFCU IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR FCEFCU'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

CHANGE IN TERMS

We may change the terms and charges for the Service indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Service after receipt of notification of any change by FCEFCU constitutes your acceptance of the change.

TERMINATION OF THE SERVICE

You may terminate the Service provided for in this Disclosure and Agreement. To terminate the Service call FCEFCU at 651-.282-8880 or 1-800-551-1179 or e-mail us at credit.union@agribank.com, or write us at Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100, St. Paul, MN 55101.

FCEFCU reserves the right, subject to applicable law and regulation, to terminate your right to use the service Deposit service In the event of termination of the Service, you will remain liable for all transactions performed on the Account.

PERIODIC STATEMENT

Any remote deposits made through Mobile Deposit will be reflected on your periodic account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Service by no later than 30 days after you receive the periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period

FUNDS TRANSFER NOTICE

FCEFCU will transfer funds (a “funds transfer” or “wire”) as shown on the payment order for a fee. See “Service Fees” disclosure. Other Financial institutions involved in the funds transfer may impose additional fees.

We will not be liable to you if we do not act upon or delay acting upon any fund transfer order if an of the following circumstances occur:

- Legal order
- Emergency situation
- Interruption of communication
- Equipment failure
- War
- Other circumstances beyond our control
- Potential violation of any government regulation

FEDWIRE is the wire transfer system of U.S. Federal Reserve Banks. We or other financial institutions involved may use Fedwire to make the funds transfer. If any part of the funds transfer is carried by Fedwire, your rights and obligations regarding the funds transfer are governed by Regulation J of the U.S. Federal Reserve Board. Your funds transfer may be carried by means other than Fedwire.

If you provide us with both the name and account number of the person you wish to receive the funds, be aware that we may process the funds transfer based on the account number alone. This could occur even if that account number identifies a person other than the one you named. Similarly, if you provide the name and number of the receiving financial institution (including any intermediaries), we may process the funds transfer based on the financial institution’s number alone, even if it is an institution different from the one you named. If the correct person does not receive payment, you are still obligated to pay us the amount of your funds transfer order. Additional charges may apply regardless of whether the wire is accepted or returned. FCEFCU will not be held liable for these charges.

If we receive your funds transfer order after our cutoff time, we will process your order the next business day. FCEFCU’s cutoff time is 2:00 PM for a domestic wire. FCEFCU does not wire funds internationally. We reserve the right to reject funds transfer orders with no liability to you and with no obligation to pay you interest for the period before you receive notification. We may require funds be collected from the drawer’s financial institution prior to initiating the funds transfer. We also reserve the right to require additional information about the funds transfer, including the purpose for sending it. If your funds transfer order is rejected, we will notify you orally or in writing.

Once we have received your funds transfer order you no longer have the right to change or cancel it. We may make a reasonable effort to accommodate your request. But we are not liable to you for failures to make changes or cancel the order. You agree to pay any costs or losses we incur in our attempt to change or cancel your funds transfer order.

Funds transfer orders will be listed on your normal periodic statement. To do so, you must notify us immediately if you think there is an error. You need to send us a written statement of facts no later than 14 days after the date you receive the first statement on which the error appears.

FCEFCU will not be liable for consequential damages in the event that loss is sustained because it has failed to carry out instructions in a reasonable manner.

Your Ability to Withdraw Funds

At FCEFCU

*Applies to transaction accounts**

DEPOSITS MADE IN PERSON AT FCEFCU

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will generally be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

After we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposited that are returned to us unpaid for any reason.

If you make a deposit before the posted closing time of the office you are using, we will consider that day to be the day of deposit. However, for determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

DEPOSITS MADE THROUGH AN ATM

FCEFCU does not accept deposits through ATMs

DEPOSITS MADE THROUGH A NIGHT DEPOSITORY LOCATED AT FCEFCU'S OFFICE.

FCEFCU does provide night depository services.

DEPOSITIS MADE FOR ONLINE ACCOUNT ORIGINATION OR THROUGH BILL PAY

Funds from your deposits made through the ACH system and inbound transfers through Bill Pay will be made available on the third business day after the deposit is received by FCEFCU. At that time, you can withdraw the funds for cash, and we will use the funds to pay items that have been submitted for payment from your account. Every day is a business day except Saturday, Sunday, and federal holidays.

After we have made funds available to you and you have withdrawn the funds, you are still responsible for deposits you have made that are returned to us as unpaid for any reasons

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, 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 staff, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. If withheld, those funds would be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$225 check for you, \$225 of funds already in your account will not be available until the beginning of the third business day after the day we cashed the check. We will not notify you, if we delay your ability to withdraw funds for the reason described in this paragraph, and we will tell you when the funds will be available.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposited 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 \$5525 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 fourth business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the deposits of cashier's, certified, tellers, traveler's and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

*This funds availability policy applies only to transaction accounts. For checks that are deposited to non-transaction accounts and primary Savings Account, longer holds may apply.

FCEFCU FEE SCHEDULE

Fees are subject to change without notice.

Savings Account Fees

Dormant Account	\$10.00 per quarter
e-Statement	Free
Returned Deposit Item	\$35.00
Statement Copy	\$5.00 or Free Online
Statement Returned Undeliverable	\$10.00

Checking Account Fees

Check Copies	Free
Check Printing	Varies
Check Deposit (Non-US)	Not Available
e-Statement	Free
Non-Sufficient Funds (NSF) Paid Item	\$25.00
Non-Sufficient Funds (NSF) Unpaid	\$25.00
Returned Deposited Item	\$25.00
Statement Copy	\$5.00 or Free Online
Statement Returned Undeliverable	\$15.00
Stop Payment Order	\$25.00

Online & Mobile Banking Fees

Account-to-Account (A2A) Transfers	Free
Mobile Deposit	Free

ATM/DEBIT CARD Fees

ATM Withdrawal	\$2.00
First 2 withdrawals per month	Free
Debit Card Replacement	\$25.00

Loan Fees

Consumer Loan Processing*	
Amounts up to \$4999	\$50.00
Amounts over \$5,000	\$25.00
Lien Release	Free
Mortgage Satisfaction	Free
Extensions	\$25.00
Loan Payment Coupons (Optional)	Free

Real Estate Processing – 2 nd Mortgage**	\$150.00
Real Estate Processing – 1 st Mortgage**	\$250.00
Real Estate Subordination	\$100.00
Re-amortizations	\$25.00

Fund (Wire) Transfer Fees

Domestic – Incoming	Free
Domestic – Outgoing	\$20.00
International – Incoming	Not available
International – Outgoing	Not available

Other Service

Account Collections	\$
Collection, Levies & Garnishments	\$25.00
Notary	Free
Withdrawals by Official Check Payable to Others	\$5.00

*This fee covers all costs associated with processing a consumer loan including wire transfers, if needed.

**This fee is in addition to the actual direct costs associated with processing a real estate loan (filing fees, flood certification, title work, etc.).

ONLINE PRIVACY POLICY AGREEMENT

Farm Credit Employees Federal Credit Union (FCEFCU) values its users' privacy. This Privacy Policy ("Policy") will help you understand how we collect and use personal information from those who visit our website or make use of our online facilities and services, and what we will and will not do with the information we collect. Our Policy has been designed and created to ensure those affiliated with Farm Credit Employees Federal Credit Union of our commitment and realization of our obligation not only to meet, but to exceed, most existing privacy standards. We reserve the right to make changes to this Policy at any given time. If you want to make sure that you are up to date with the latest changes, we advise you to frequently visit this page. If at any point in time FCEFCU decides to make use of any personally identifiable information on file, in a manner vastly different from that which was stated when this information was initially collected, the user or users shall be promptly notified by email. Users at that time shall have the option as to whether to permit the use of their information in this separate manner. This Policy applies to FCEFCU, and it governs any and all data collection and usage by us. Through the use of www.FCEFCU.com, you are therefore consenting to the data collection procedures expressed in this Policy. Please note that this Policy does not govern the collection and use of information by companies that FCEFCU does not control, nor by individuals not employed or managed by us. If you visit a website that we mention or link to, be sure to review its privacy policy before providing the site with information. It is highly recommended and suggested that you review the privacy policies and statements of any website you choose to use or frequent to better understand the way in which websites garner, make use of and share the information collected. Specifically, this Policy will inform you of the following:

1. What personally identifiable information is collected from you through our website.
2. Why we collect personally identifiable information and the legal basis for such collection.
3. How we use the collected information and with whom it may be shared.
4. What choices are available to you regarding the use of your data.
5. The security procedures in place to protect the misuse of your information.

Information We Collect

It is always up to you whether to disclose personally identifiable information to us, although if you elect not to do so, we reserve the right not to register you as a user or provide you with any products or services. This website collects various types of information, such as:

- Voluntarily provided information which may include your name, address, email address, billing and/or credit card information etc. which may be used when you purchase products and/or services and to deliver the services you have requested.
- Information automatically collected when visiting our website, which may include cookies, third party tracking technologies and server logs. In addition, FCEFCU may have the occasion to collect nonpersonal anonymous demographic information, such as age, gender, household income, political affiliation, race, and religion, as well as the type of browser you are using, IP address, or type of operating system, which will assist us in providing and maintaining superior quality service. FCEFCU may also deem it necessary, from time to time, to follow websites that our users may frequent to glean what types of services and products may be the most popular to customers or the general public. Please rest assured that this site will only collect personal information that you knowingly and willingly provide to us by way of surveys, completed membership forms, and emails. It is the intent of this site to use personal information only for the purpose for which it was requested, and any additional uses specifically provided for on this Policy.

Why We Collect Information and For How Long

We are collecting your data for several reasons:

- To better understand your needs and provide you with the services you have requested.
- To fulfill our legitimate interest in improving our services and products.
- To send you promotional emails containing information we think you may like when we have your consent to do so.
- To contact you to fill out surveys or participate in other types of market research when we have your consent to do so.
- To customize our website according to your online behavior and personal preferences.

The data we collect from you will be stored for no longer than necessary. The length of time we retain said information will be determined based upon the following criteria:

- The length of time your personal information remains relevant.
- The length of time it is reasonable to keep records to demonstrate that we have fulfilled our duties and obligations.

- Any limitation periods within which claims might be made.
- Any retention periods prescribed by law or recommended by regulators, professional bodies, or associations.
- The type of contract we have with you, the existence of your consent, and our legitimate interest in keeping such information as stated in this Policy.

Use of Information Collected FCEFCU does not now, nor will it in the future, sell, rent, or lease any of its customer lists and/or names to any third parties. FCEFCU may collect and may make use of personal information to assist in the operation of our website and to ensure delivery of the services you need and request. At times, we may find it necessary to use personally identifiable information as a means to keep you informed of other possible products and/or services that may be available to you from FCEFCU. FCEFCU may also be in contact with you with regards to completing surveys and/or research questionnaires related to your opinion of current or potential future services that may be offered. FCEFCU may feel it necessary, from time to time, to contact you on behalf of our other external business partners with regards to a potential new offer which may be of interest to you. If you consent or show interest in presented offers, then, at that time, specific identifiable information, such as name, email address and/or telephone number, may be shared with the third party. FCEFCU may find it beneficial to all our customers to share specific data with our trusted partners in an effort to conduct statistical analysis, provide you with email and/or postal mail, deliver support and/or arrange for deliveries to be made. Those third parties shall be strictly prohibited from making use of your personal information, other than to deliver those services which you requested, and as such they are required, in accordance with this agreement, to maintain the strictest of confidentiality with regards to all your information. Disclosure of Information FCEFCU may not use or disclose the information provided by you except under the following circumstances:

- as necessary to provide services or products you have ordered:

- in other ways described in this Policy or to which you have otherwise consented
- in the aggregate with other information in such a way so that your identity cannot reasonably be determined
- as required by law, or in response to a subpoena or search warrant
- to outside auditors who have agreed to keep the information confidential
- as necessary to enforce the Terms of Service

- as necessary to maintain, safeguard and preserve all the rights and property of FCEFCU.

Non-Marketing Purposes

FCEFCU greatly respects your privacy. We do maintain and reserve the right to contact you if needed for non-marketing purposes (such as bug alerts, security breaches, account issues, and/or changes in FCEFCU products and services). In certain circumstances, we may use our website, newspapers, or other public means to post a notice. Children under the age of 13 FCEFCU's website is not directed to, and does not knowingly collect personal identifiable information from, children under the age of thirteen (13). If it is determined that such information has been inadvertently collected on anyone under the age of thirteen (13), we shall immediately take the necessary steps to ensure that such information is deleted from our system's database, or in the alternative, that verifiable parental consent is obtained for the use and storage of such information. Anyone under the age of thirteen (13) must seek and obtain parent or guardian permission to use this website.

Unsubscribe or Opt-Out

All users and visitors to our website have the option to discontinue receiving communications from us by way of email or newsletters. To discontinue or unsubscribe from our website please send an email that you wish to unsubscribe to credit.union@agribank.com. If you wish to unsubscribe or opt-out from any third-party websites, you must go to that specific website to unsubscribe or opt-out. FCEFCU will continue to adhere to this Policy with respect to any personal information previously collected.

Links to Other Websites

Our website does contain links to affiliate and other websites. FCEFCU does not claim nor accept responsibility for any privacy policies, practices and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website and to read the privacy statements of every website that collects personally identifiable information. This Privacy Policy Agreement applies only and solely to the information collected by our website.

Security

FCEFCU takes precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (e.g., credit card information), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the webpage. While we use

encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers and servers in which we store personally identifiable information are kept in a secure environment. This is all done to prevent any loss, misuse, unauthorized access, disclosure, or modification of the user's personal information under our control. The company also uses Secure Socket Layer (SSL) for authentication and private communications to build users' trust and confidence in the internet and website use by providing simple and secure access and communication of credit card and personal information.

In addition, FCEFCU is a licensee of TRUSTe. The website is also secured by VeriSign.

Acceptance of Terms

By using this website, you are hereby accepting the terms and conditions stipulated within the Privacy Policy Agreement. If you are not in agreement with our terms and conditions, then you should refrain from further use of our sites. In addition, your continued use of our website following the posting of any updates or changes to our terms and conditions shall mean that you agree and acceptance of such changes.

How to Contact Us

If you have any questions or concerns regarding the Privacy Policy Agreement related to our website, please feel free to contact us at the following email, telephone number or mailing address.

Email: credit.union@agribank.com

Telephone Number: 651-282-8880 or 1-800-551-1179

Mailing Address:

Farm Credit Employees Federal Credit Union, 375 Jackson Street, Suite 100,

Saint Paul, Minnesota 55101.

HOW YOU ACCOUNTS ARE INSURED

WHAT IS THE NCUA?

The National Credit Union Administration, commonly referred to as NCUA, is an independent agency of the United States government that regulates, charters, and supervises federal credit unions. NCUA also operates and manages the National Credit Union Share Insurance Fund (NCUSIF). Backed by the full faith and credit of the U.S. government, the NCUSIF insures the accounts of millions of account holders in all federal credit unions and the vast majority of state-chartered credit unions.

WHY IS NCUSIF SHARE INSURANCE COVERAGE IMPORTANT?

Share insurance coverage offered through the NCUSIF protects members against losses if a federally insured credit union should fail. You can confidently join and conduct business with federally insured credit unions because no member has ever lost a penny from accounts insured by the NCUSIF. Historically, insured funds are available to members within just a few days after the closing of an insured credit union. Failures of federally insured credit unions are rare because only those with sound operational standards qualify to receive NCUSIF coverage. The NCUA also regularly reviews the operations of all federal credit unions and works closely with state regulatory authorities to evaluate federally insured, state-chartered credit unions.

WHAT BASIC COVERAGE IS PROVIDED BY THE NCUSIF? The NCUSIF provides all members of federally insured credit unions with \$250,000 in coverage for their single ownership accounts. These accounts include regular shares, share drafts (similar to checking), money market accounts, and share certificates. Individuals with account balances totaling \$250,000 or less at the same insured credit union are fully insured. If a person has more than \$250,000 at any single credit union, several options are available for additional share insurance coverage because, as discussed in greater detail (right), the NCUSIF provides separate insurance for other accounts. Members have full NCUSIF coverage at each federally insured credit union where they are qualified members. While the NCUSIF coverage protects members at all federally insured credit unions from losses on a broad spectrum of savings and share draft products, it does not cover losses on money invested in mutual funds, stocks, bonds, life insurance policies, and annuities offered by affiliated entities.

DOES THE NCUSIF PROVIDE ADDITIONAL COVERAGE?

All members of federally insured credit unions have options for coverage that is separate from and in addition to the coverage available to their single ownership accounts.

RETIREMENT ACCOUNTS

Members with traditional and Roth Individual Retirement Accounts (IRAs) and KEOGH retirement accounts at federally insured credit unions have additional coverage available at each federally insured credit union where they qualify and become members. The NCUSIF insures traditional and Roth IRAs for \$250,000 in the aggregate at each credit union. Additionally, the NCUA insures KEOGH accounts separately in the aggregate to \$250,000 at each credit union. Retirement account insurance protection is separate and apart from insurance coverage on other credit union accounts. For example, if you have a regular share account, an IRA, and a KEOGH at the same credit union, the NCUSIF insures the regular share account for up to \$250,000, the IRA for up to an additional \$250,000, and the KEOGH for up to an additional \$250,000.

JOINT ACCOUNTS

Joint accounts are owned by two or more people who have equal rights to withdraw money from the account and no beneficiaries are named. These accounts can include regular shares, share drafts (similar to checking), money market accounts, and share certificates. The NCUSIF provides each joint account holder with \$250,000 coverage for their aggregate interests at each federally insured credit union. For example, a two-person joint account with no beneficiaries has \$500,000 in coverage. This coverage is separate from and in addition to the coverage available for other accounts such as individual accounts with no beneficiaries and retirement accounts.

TRUST ACCOUNTS

The NCUSIF provides separate coverage for both revocable and irrevocable trusts. Credit unions can establish a common informal revocable trust payable-on-death account without additional documentation; however, some trusts require additional, valid documentation to qualify for coverage. While this brochure briefly discusses how the NCUSIF insures trusts, members should consult appropriate professionals to properly establish and document trust arrangements.

REVOCABLE TRUSTS

Revocable trust accounts may qualify for insurance coverage of up to \$250,000 per beneficiary named by the owner (if a member of the credit union) that is separate from the individual coverage available to the trust owner (also referred

to as grantor or settlor). For example, if a person with a revocable trust for \$750,000 names a spouse and two children as beneficiaries, the entire \$750,000 would have separate NCUSIF coverage (\$250,000 per beneficiary). This coverage is separate from the coverage provided to the other types of accounts held by the trust's owner at the same federally insured credit union.

IRREVOCABLE TRUSTS

Irrevocable trusts have separate coverage based on the beneficial interest. The interest of each beneficiary in an account (or accounts) established as an irrevocable trust has separate NCUSIF coverage of up to \$250,000. In cases where a beneficiary has an interest in more than one trust arrangement created by the same owner, the interests of the beneficiary in all accounts established under such trusts are added together for insurance purposes and insured for a total of up to \$250,000

HOW DO I KNOW MY CREDIT UNION IS FEDERALLY INSURED?

Federally insured credit unions are required to indicate their insured status in their advertising and to display the official NCUSIF insurance sign in their offices and branches. For a complete directory of federally insured credit unions, visit the NCUA's agency website at ncua.gov. **COVERAGE LIMITS** The standard share insurance amount is \$250,000 per share owner, per insured credit union, for each account ownership category. The \$250,000 standard share insurance account became permanent through the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

THE NCUA SHARE INSURANCE ESTIMATOR

The NCUA Electronic Share Insurance Estimator is available to help members better understand the protection offered by the NCUSIF. This interactive site allows users to input data to compute the amount of NCUSIF coverage available under different account scenarios. This resource is available at MyCreditUnion.gov/estimator.

E-NOTICES/E-ALERTS MESSAGES

E-Notices/E-Alerts messaging is available to notify you of suspected incidents of financial or identity fraud.

By entering your mobile phone number(s) you are opting into the E-Notices/E-Alerts Messaging Program, (i) you acknowledge and represent to FCEFCU that you are the authorized user of the mobile phone(s), or have been granted permission by the authorized user of the mobile phone(s), or have been granted permission by the authorized user to the mobile phone(s) to opt in such mobile phone(s) in the service, (ii) you grant FCEFCU permission to send text messages to any mobile phone number you have enrolled in the E-Notices/E-Alerts Messaging Program through the mobile phone carrier for each enrolled mobile phone number unless and until such permission is revoked in accordance with these terms and condition; and (iii) by opting in and granting such permission to FCEFCU you are requesting to receive such text messages, even if the enrolled mobile number(s) are on any federal, state, or other "DO NOT CALL LIST," and you agree that such text messages shall not be in violation of any restrictions or requirements associated with any such "DO NOT CALL LIST."

E-Notices/E-Alerts messages can be cancelled at any time by texting "STOP" to one of the E-Notices/E-Alerts from your mobile phone. You agree that your prior express consent to receive E-Notices/E-Alerts shall continue to indefinitely unless you comply with the method described in the above sentence for cancelling your prior express consent. You agree that other methods or means attempted to revoke your prior express consent (e.g., phone call to FCEFCU, a letter sent to FCEFCU, an email sent to FCEFCU, a conversation with or a voicemail message left with a FCEFCU staff, etc.) are not valid means for revoking your consent and will not be recognized by FCEFCU, and you hereby release FCEFCU from any liability related to your efforts to revoke your prior express consent by other methods or means.

If revoking your consent by texting "STOP" to one of the E-Notices/E-Alerts, your text message must contain only the word "STOP" without any additional words, spaces, or characters either before or after the word "STOP." You hereby release FCEFCU from any liability for your efforts to revoke your permission via a text message that does not strictly comply with the terms stated in the first sentence of this paragraph.

By opting into **E-Notices/E-Alerts messaging,** you hereby grant FCEFCU express permission (without qualification) to respond to your cancellation request with a confirmatory text

message in return that will (i) confirm receipt of your cancellation request as well as (ii) indicate that you will no longer receive E-Notices/E-Alerts from FCEFCU. FCEFCU will reasonably endeavor to send you a text message confirming your cancellation of text alerts in a timely manner.

FCEFCU does not charge a fee for E-Notices/E-Alerts Messages. Check your mobile phone carrier plan details to see what rates may apply. The number of text alerts you may receive depends on the frequency and nature of your financial activity.

FCEFCU reserves the right to change these terms or cancel the E-Notices/E-Alerts at any time. Please check this Disclosure on a regular basis for changes. Your continued use of and acceptance of text messages after changes to the Disclosure are posted will mean that you accept the modified terms.

In no event and under no cause of action, including negligence, shall FCEFCU or its vendors or their respective affiliates, officers, directors, customers, members, employees or authorized agents, or your mobile phone carrier(s) be liable for any damages, claims or losses incurred (including direct, compensatory, incidental, indirect, special, consequential or exemplary damages), however caused and under any theory of liability, arising from or in connection with E-Notices/E-Alerts messages, and/or these terms, even if a provider is advised of the possibility of such damages, claims or losses.

Without limiting the generality of the foregoing, the providers shall not be liable to you or any third party for: (i) your use of or inability to use E-Notices/E-Alert Messaging for any reason (ii) any inaccuracy, incompleteness or misinformation contained in any information provided through the E-Notices/E-Alert Messaging (iii) unauthorized access to, or alteration or loss of, your transmissions, data or other information that is collected, stored or sent in connection with the E-Notices/E-Alert Messaging; (v) error, system down time, network or system outages, file corruption or service interruptions or (v) any other use by you of the E-Notices/E-Alert Messaging. In addition, the providers shall not be liable if E-Notices/E-Alerts Messaging cannot (or any part thereof) cannot be provided or for any failure to perform any obligations contained in these terms due to, directly or indirectly, the failure of any equipment, transmission or delivery problems or any industrial dispute war, natural disaster, act of terrorism, explosion, act of god or any other event beyond our control.