

Welcome

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# Conversion Guide for Bellco Federal Credit Union Business Members







# Welcome to First Commonwealth Federal Credit Union

We have been working diligently to ensure a smooth integration between Bellco Federal Credit Union and First Commonwealth Federal Credit Union. With a mission of empowering your pursuit of financial happiness, our purpose drives us to serve you, our valued members.

Effective June 1, 2024, all products, services, and systems will be combined under one platform, allowing you to utilize all of First Commonwealth's channels to manage your finances. Soon you'll have access to an additional twelve conveniently located Financial Centers in Berks, Carbon, Lehigh, Northampton, and Warren, New Jersey counties. Rest assured, you will continue to see the same friendly faces in our Sinking Spring and Wyomissing Financial Centers.

The following Conversion Guide contains important information about the transition of your existing accounts to First Commonwealth. It includes important information such as transition timelines and details, how to access your new accounts, a digital banking overview, and more. We are confident this resource will provide you with clarity throughout this exciting process of aligning our organizations. For the most up-to-date information, please visit [firstcomcu.org/bellcomerger](https://firstcomcu.org/bellcomerger).

On behalf of our Board of Directors, Executive Leadership, and the entire First Commonwealth team, we're so glad to have you on board. We look forward to providing the personalized service you've come to expect and having the continued opportunity to be your trusted financial partner.

With gratitude,



*Donna LoStocco*  
**Donna LoStocco**  
President and CEO



# Our Mission

## Empowering the pursuit of financial happiness.

Our name is rooted in empowerment. Originally a phrase (the commonwealth), commonwealth comes from the old meaning of "wealth", which is well-being. The term literally meant "common well-being".

True to our name's meaning, we refer to ourselves as an organization that empowers our members to reach financial well-being. Driven by this mission we are committed to serving our members and supporting our community.



## Our Core Values

Guided by the acronym H.I.G.H.E.R, we embrace a set of core values that define our mission. This refined vision aims for conciseness while maintaining clarity and impact.



### Honesty

A pledge to truthfulness, transparency, and integrity.



### Innovation

Fostering creativity and forward-thinking for positive change.



### Generosity

Demonstrating a spirit of giving and kindness to contribute to others.



### Humility

Cultivating a modest approach, valuing collaboration and shared success.



### Excellence

Striving for the highest standards of quality and performance.



### Respect

Upholding a deep regard for individuals and diversity, treating others with dignity.

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## Your Conversion Checklist

- Take a moment to review this Conversion Guide.
- Ensure your personal information with Bellco is current and accurate.
- Be on the lookout for your new First Commonwealth debit and/or credit card.
- Mark important dates. (Refer to the Conversion Timeline for more details)

Enroll in First Commonwealth’s Digital Banking:

- › Visit [firstcomcu.org](https://firstcomcu.org) and log in using your existing Bellco username and password.
- › Navigate through the enrollment process to complete your registration. First Commonwealth’s digital access is based on the individual, so you will have access to any account you have ownership of using a single username.
- › Download First Commonwealth’s mobile app from the Apple App Store or Google Play store starting June 1st. In the search type in “FCFCU Mobile” and look for this logo:



Mobile App Icon



- Review your new Account & Membership Agreement, disclosures, and fee schedule included in this guide.

## Conversion Timeline and Important Dates

### Tuesday, May 6, 2024

- Bellco debit and credit card holders will receive a new First Commonwealth Visa® debit and/or credit card between May 6th and May 17th. Watch for your new card, shipped to your current address.

### Thursday, May 30, 2024

- Bill Pay and Mobile Deposit will be unavailable from Thursday, May 30th at 6 pm to Monday, June 3rd at 5 am. Bill Pay Services will then connect automatically to the primary owner’s Digital Banking login ID on June 3rd.

### Friday, May 31, 2024

- **Ensure your personal information with Bellco is up to date and accurate by May 31st for ease of enrollment in First Commonwealth’s Digital Banking.**
- Bellco branches will close at 5 pm on May 31st for conversion and remain closed throughout. Regular hours will resume on Monday, June 3rd.
- Be sure to print or save your Bellco eStatement history for your records prior to 5 pm on Friday, May 31st. You will not have access to Bellco’s eStatement history after June 1st.
- Bellco Telephone Banking users will retain access using existing login credentials after the merger. Service will be unavailable during the conversion weekend, which starts at 5 pm on Friday, May 31st, and will resume on Monday, June 3rd.

### Monday, June 3, 2024

- Your Bellco debit and/or credit card will work through Sunday, June 2nd. Please discontinue use and safely dispose of your Bellco cards after this date. Your new First Commonwealth Visa® debit and/or credit card can be activated on the morning of June 3rd and will be available to use as soon as it is activated. Be sure to update your mobile wallet, Apple Pay®, Samsung® Pay, Google Pay™, Visa® Checkout, and any companies and/or services that automatically debit your account.
- You will continue using your Bellco checks and can order new checks at your convenience after June 3rd.
- Starting June 3rd, other First Commonwealth Financial Centers, shared branching, and Digital Banking will be accessible for your convenience. Here’s how to access Digital Banking:
  - › Sign in to First Commonwealth’s Digital Banking at [firstcomcu.org](https://firstcomcu.org) with your current username and password. Follow the steps to complete your enrollment. Digital access is individual-based, granting you access to all accounts you own using just one username.

### Additional Important Information

- Existing Bill Pay logins will convert automatically to your Digital Banking account along with historical information such as payees and scheduled payments. If you are not an existing Bellco Bill Pay member, you will be able to sign up and begin utilizing the service once logged in to First Commonwealth’s Digital Banking.
- You will receive your final Bellco statement for May within the first two weeks of June.
- You will receive your initial First Commonwealth statement for June 2024.



## Contact Us

We're here to help with any questions related to your account, and any First Commonwealth product or service.



### Financial Centers (All Locations Lobbies)

Monday - Friday: 9 am – 5 pm  
Saturday: 9 am – 1 pm

### Traditional Drive-Ups Only (Allentown, Fogelsville, Kutztown, Phillipsburg, Sinking Spring, and Wyomissing)

Monday - Friday: 9 am – 5 pm  
Saturday: 9 am – 1 pm

### ITM Drive-Ups (All Other Locations)

Monday - Friday: 8 am – 8 pm  
Saturday: 9 am – 3 pm

### Shared Branching and Surcharge-free ATMs

Your First Commonwealth debit card has nationwide power. You have access to over 6,000 Shared Branches and their no-surcharge ATMs, with the ability to perform a wide range of transactions. Use our Branch Locator to easily find First Commonwealth and Shared Branching locations/hours with surcharge-free ATMs at: [firstcomcu.org/sharedbranches](https://firstcomcu.org/sharedbranches)

### Contact Center

1. 888.821.2400 (toll free)  
[ithrive@firstcomcu.org](mailto:ithrive@firstcomcu.org)  
Monday - Friday: 8 am – 8 pm  
Saturday: 9 am – 3 pm

### Live Chat

Instantly connect with a Member Experience Associate for general product and service questions. Visit [firstcomcu.org](https://firstcomcu.org) and click on the chat icon in the lower right-hand corner of the screen.

Monday - Friday: 8 am – 8 pm  
Saturday: 9 am – 3 pm



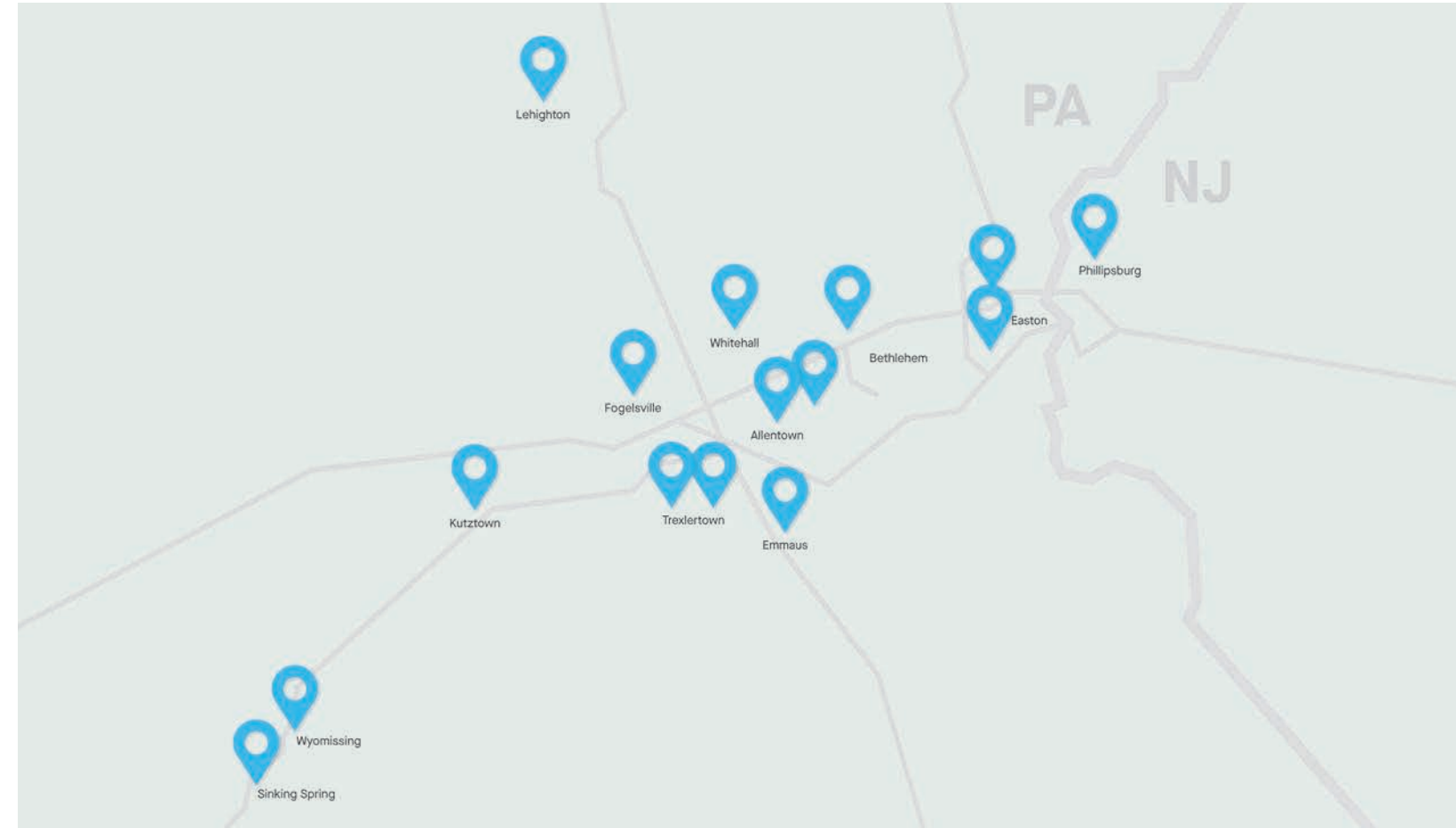
## Security Tips

To help safeguard your account, any transactions or account-specific activity must be conducted through Digital Banking, by visiting a Financial Center, or by calling 1.888.821.2400. For quality assurance purposes, your chat may be monitored or recorded.

First Commonwealth will never ask for your personal information (such as logins, passwords, social security numbers, or account numbers) by phone, email, or text. We will only ask for this information to verify your identity if you have reached out to our team for support. Please do not disclose any sensitive information over the internet or phone unless you have initiated contact with an Account Service Representative directly.

To maintain security, refrain from sharing personal or sensitive account details via live chat, email, or social media.

## Locations



### Allentown Financial Center

450 Union Blvd.  
Allentown, PA 18109

### Bethlehem Financial Center

5500 Crawford Dr.  
Bethlehem, PA 18017

### Corporate Headquarters

6126 Hamilton Blvd., Suite 100  
Allentown, PA 18106

### Downtown Allentown Financial Center

840 W Hamilton St., Suite 122  
Allentown, PA 18101

### Easton Financial Center

300 William Penn Hwy  
Easton, PA 18045

### Emmaus Financial Center

1080 Chestnut St.  
Emmaus, PA 18049

### Fogelsville Financial Center

7627 Tilghman St.  
Allentown, PA 18106

### Kutztown Financial Center

15093 Kutztown Rd.  
Kutztown, PA 19530

### Lehigh Financial Center

1241 Blakeslee Blvd. Dr. E, Suite 22  
Lehigh, PA 18235

### Northwood Financial Center

3515 Nazareth Rd.  
Easton, PA 18045

### Phillipsburg Financial Center

501 Baltimore St.  
Phillipsburg, NJ 08865

### Sinking Spring Financial Center

2 Cloister Ct.  
Sinking Spring, PA 19608

### Trexertown Financial Center

6084 Hamilton Blvd.  
Allentown, PA 18106

### Whitehall Financial Center

2752 MacArthur Rd.  
Whitehall, PA 18052

### Wyomissing Financial Center

609 Spring St.  
Wyomissing, PA 19610

## Account Access and Transition

### Member Number

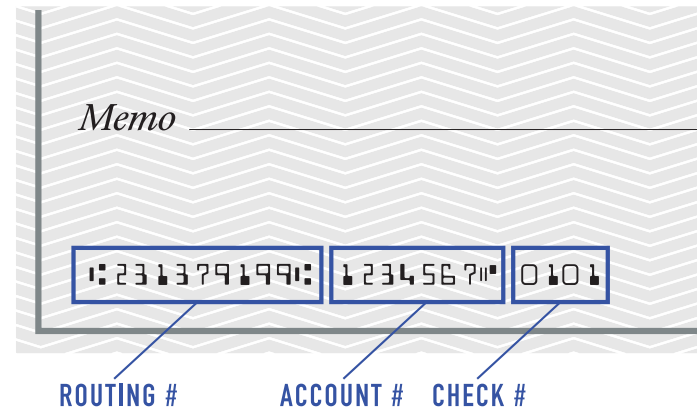
Your accounts will transfer from Bellco to First Commonwealth, effective June 1, 2024.

### Payroll Deduction, ACH, and Automatic Payments/Withdrawal

Your current direct deposits, ACH automatic withdrawals, and outstanding checks will continue to post to your account just as they do today.

Beginning June 3rd, if you set up any new direct deposits, ACH transactions, and/or automatic withdrawals, please use the new routing number for First Commonwealth, 231379199, and the new account number provided for your account (if applicable).

Any currently issued Bellco checks will continue to be paid as usual from your account and can be used in their entirety before ordering new checks.



### Account History

You will have access to the transaction history from the previous two years. This transaction history will be accessible through Digital Banking.



### Account Statements

Your last Bellco account statement will be sent in June, detailing your accounts, balances, transactions, and interest paid. Please retain this statement for your records. Going forward, you will receive statements from First Commonwealth.

If you are not currently enrolled in eStatements with Bellco, you will receive a paper statement from First Commonwealth starting in July. However, there will be a \$3.00 per month charge to receive paper statements.

After the conversion, you will not have access to prior Bellco eStatements. Please download and save any required eStatements by 5 pm on May 31st.



### Account Access

Experience enhanced convenience with easier access to our financial centers. While your Bellco Financial Center locations in Sinking Spring and Wyomissing remain unchanged, we are excited to announce that you now have access to twelve additional Financial Center locations across the Greater Lehigh Valley through First Commonwealth.

First Commonwealth members benefit from access to CO-OP's extensive network of over 6,000 shared branches, providing them with the flexibility to conduct various transactions at other credit unions. Additionally, members can conveniently use all ATMs at Wawa® or within the CU\$ Network without incurring surcharges.

To help you easily locate First Commonwealth and Shared Branching locations, as well as surcharge-free ATMs, utilize our branch locator tool. Discover more at [firstcomcu.org/sharedbranches](https://firstcomcu.org/sharedbranches).

### NCUA Insurance

All First Commonwealth depository accounts are insured through the NCUA. The NCUA insures up to \$250,000 per depositor, per institution, per ownership category.

Furthermore, as of June 1st, 2024, Bellco member accounts will receive an additional \$250,000 of share insurance through the Excess Share Insurance Corporation (ESI). Your funds are safeguarded by these comprehensive insurance policies, ensuring peace of mind for our valued members.



## Digital Banking - Online/Mobile Banking and Other eServices



We are excited to provide you with enhanced benefits and features through First Commonwealth's Digital Banking. Our Digital Banking offers convenient and secure banking and 24/7 account access, making it easier and faster to manage your account digitally – anytime, anywhere.

Digital Banking offers enhanced convenience with bilingual support in English and Spanish. It includes advanced security features such as device and browser registration, Secure Access Code (SAC) delivery, inactivity time-outs, 4-digit PIN and fingerprint logins, as well as security alerts for additional protection.

Visit [firstcomcu.org/digitalbanking](https://firstcomcu.org/digitalbanking) for more information and instructional videos.

### Access to Digital Banking

As of 5 pm on Friday, May 31st you will no longer be able to access your Bellco online/mobile banking accounts, including Bill Pay and Remote Deposit.

Members already enrolled in Bellco's online banking services will login to First Commonwealth's Digital Banking starting on June 3rd using their current username and passwords. You will be directed to complete the setup of your First Commonwealth Digital Banking account.

If you are not currently enrolled in Bellco online banking services, you will be able to enroll in First Commonwealth's Digital Banking services starting on June 3rd.

### Transfers and Payments

No transfers or payments will be posted after 5 pm on May 31st. If you have payments on a Bellco loan due between May 31st and June 3rd, please plan to use an alternative payment method.

### Recurring Transfers

If you currently have recurring transfers set up within Bellco online banking, they will move to the new platform and will begin transferring again on June 3rd. To view recurring transfers or make edits within Digital Banking, from the main Digital Banking screen select "Menu">"Online Banking Activity" > "View Activity"> "Recurring". If you need to set up a new recurring transfer navigate to "Menu"> "Move Money" > "Make a transfer".

### Multiple Account Access

It is important that you do not share Login IDs or Passwords in your new Digital Banking. Digital Banking logins at First Commonwealth are tied to your Social Security Number, so if you are on an account, you will see and have access to that account in your digital experience.

### Transaction History

You will have access to two years of previous transaction history. During your first login to Digital Banking, it may take an extended period to load previous transaction history. Please be patient while your account information updates.

## First-Time Login Procedures

Our new Digital Banking experience makes it easier than ever for you to manage your accounts. **Everyone will have their own unique login ID and password, and you will no longer share this information with the joint account owner.** This also means you can see all your accounts with one login ID.

Here's what you need to gain access:

### Primary Account Owners/Borrowers

- Enter your current Bellco online banking login ID and password.
- Follow the prompts to complete your registration.

### Joint Account Owners/Borrowers

- You will need to register for a new login ID.
- Complete the enrollment form to register.

## Bill Pay Information

The transition brings enhanced and streamlined service for all Digital Banking users. All of your payee information (creditor, address, account number info, etc.) WILL be carried over into the new Digital Banking. You will not need to set these up again.

### Primary Owners with One Bill Pay Account

- Your entire Bill Pay account will transfer over.

### Joint Owners

- Contact us after registration in the new system to move the Bill Pay account to the correct login.

### Primary Owners with More Than One Bill Pay Account

Identify the account you wish to keep. Add payees from other accounts into the chosen one.

- Step 1: Navigate to **Bill Pay > My Account > Add Account**.
- Step 2: Add your other First Commonwealth checking accounts.

*Note: You must enter the full MICR number found at the bottom of your checks.*



## Important Changes to Transfers & Payments:

Within Digital Banking, transfers and payments will now be conducted on separate pages. Any future-dated transfers or payments you have set up will continue to happen after the conversion. Simply follow these instructions:

### Transferring Money Between Your Deposit Accounts

Select **Move Money > Make a Transfer**. Use this option to advance money from your lines of credit and credit cards.

### Making Payments to Your First Commonwealth Loans

Select **Payments > Make a Payment**. This includes all loans, lines of credit, credit cards, and mortgages\*.

### Transferring Money to Another Member's Account

If you currently have the ability to put money into another member's account, you must add the account under **Move Money > Pay an FCFCU Member**.

If you are currently a joint owner of your child's account, you will see that account in your Digital Banking.

*\*Mortgages will be available prior to June 15th.*

## Features of Digital Banking



### Manage My Card

Card Controls empower you to take charge of your credit and debit cards with ease. Disable your card if it's lost, set transaction limits, enable travel notifications, and more.



### Pay Other People

Send funds using your First Commonwealth debit card(s) to another individual without having to share account information.



### Financial Tools

Your accounts display within one hub (even those outside of FCFCU). Access insights into income, debt, spending, and budgeting tools to reach your financial goals.



### Card Swap

Automatically update debit or credit card information across your subscriptions and online buying services.



### Bill Pay

Get a single view of all your bills, pay them with your debit or credit card, and receive push notifications, insights, and payment history.



## eStatements

- If you are currently enrolled in eStatements with Bellco, you will need to re-enroll with First Commonwealth.
- Once you setup Digital Banking, you will be able to enroll in eStatements. Log into Digital Banking from your desktop or mobile device and select "Enroll/View eStatements".
- Each of your accounts need to be re-enrolled individually.
- The last statement from Bellco will be for May 2024, and will be sent via United States Postal Service mail.
- You will **NOT** have access to previous Bellco eStatements. Please make sure to download these prior to 5 pm on May 31st.
- If you are not currently enrolled in Bellco eStatements you will continue to receive paper statements by mail, however, starting in June **there will be a \$3.00 fee for paper statements.**

## Blackout Dates

At 5 pm on Thursday, May 30th, the Bellco Bill Pay platform and Remote Deposit application will be taken offline as we migrate to First Commonwealth's Digital Banking system.

### Upgrade

From May 31st – June 3rd, there will be no access to online banking, mobile banking, or Bill Pay.

### Transfers and Payments

Future-dated transfers and payments for May 31st – June 3rd **MUST BE SCHEDULED BY May 30th**, including any recurring or future-dated payments.

### Bill Pay

Bills due between May 31st—June 6th **MUST BE SCHEDULED BY May 30th.**



For more details, visit our merger website at [firstcomco.org/bellcofaq](https://firstcomco.org/bellcofaq).

If you need assistance signing up for Digital Banking, we're here to help. Thank you for entrusting us with your financial needs.



## Checking Accounts

We will convert your existing Bellco business checking account into a First Commonwealth Basic Business Checking account as of June 1, 2024. As part of the merger, First Commonwealth will introduce new business checking account products for their members.

To learn about the checking account options available through First Commonwealth and what new features you can access with your new checking account, please visit [firstcomcu.org/business/checking](https://firstcomcu.org/business/checking).

### Debit Cards

Members with a business checking account will receive a new First Commonwealth debit card before May 31st and can activate their card upon receipt. Although you may activate your card and set a new PIN before the conversion date, your new First Commonwealth card will not be available to use until June 3rd. Your Bellco debit card will work through June 3rd.

First Commonwealth terminals have no transaction fees, and you are given unlimited free monthly PIN transactions. As a First Commonwealth member, you can enjoy instant access to your new debit card for free at all First Commonwealth Financial Centers when you open a checking account. Additionally, your First Commonwealth Visa® debit card is contactless, offering a faster, easier, and more secure payment method.

### Checks

Any currently issued Bellco checks will continue to be paid as usual from your account and can be used in their entirety before ordering new checks.

### Overdraft Protection

Suppose you do not have enough funds in your checking account. In that case, our system will look to your other accounts to cover the amount being presented for payment (payment limits do apply). All you need to do is ask, and we will set up your account with this service and provide you with this worry-free checking account benefit. If you change your mind, you can reverse your decision anytime.



## Business Account Summary

	OPENING DEPOSIT REQUIREMENT	MONTHLY SERVICE CHARGE	MINIMUM BALANCE TO AVOID MONTHLY SERVICE CHARGE	LIMITS AND FEES <sup>1</sup>	ITEMS INCLUDED IN LIMITS <sup>1</sup>	WITHDRAWAL FEE
<b>SAVINGS</b>						
Membership Savings	\$5.00	\$0.00	\$0.00	None	None	None
Additional Savings	\$0.00	\$0.00	\$0.00	None	None	None
<b>CHECKING</b>						
Basic Business Checking (Free Visa® Debit Card)	\$0.00	\$0.00	No Minimum Balance	100 Items Free; \$0.25 each additional item	Checks, Deposited Items, ACH's, Wires, Cash deposits	None
Business Checking 250 (Free Visa® Debit Card)	\$0.00	\$15.00	\$2,500.00	250 Items Free; \$0.25 each additional item	Checks, Deposited Items, ACH's, Wires, Cash deposits	None
Business Checking 500 (Free Visa® Debit Card)	\$0.00	\$25.00	\$5,000.00	500 Items Free; \$0.25 each additional item	Checks, Deposited Items, ACH's, Wires, Cash deposits	None
<b>MONEY MARKETS</b>						
Money Market <sup>2</sup>	\$0.00	\$0.00	\$0.00	None	None	None
<b>CERTIFICATES</b>						
Certificate (3-60 Month Terms)	\$500.00	\$0.00	Not Applicable	Not Applicable	Not Applicable	A penalty will apply for early withdrawal

### Business Check Card Summary

Daily Point-of-Sale Limit	\$5,000.00
Daily ATM Limit	\$600.00

### Other Fees for Business Services

Rolled Coin (Purchase Fee)	\$0.05
Wrapped Cash (Purchase Fee)	\$0.10
Rolled Coin (Processed - Substantial Quantity)	\$10.00
Wrapped Cash (Processed - Substantial Quantity)	\$10.00
Night Drop Key Replacement	\$25.00
Night Drop Bags	Market Price

1. \$0.25 per transaction over account's limit. Transactions include checks, deposited items, ACH's, wires, and cash deposits

2. Earn higher dividends, based on your average daily balance.



## Savings Accounts

All First Commonwealth business members will be given a Member Share Savings account, which establishes membership and unlocks the benefits and additional services available to you. The minimum balance for your First Commonwealth savings is \$5. All primary account holders will have \$5 transferred from their Bellco savings account to a First Commonwealth Member Share account. The remaining funds will automatically transfer into a compatible First Commonwealth savings account.

If you are a Bellco and First Commonwealth member, your accounts will not be combined during conversion. Therefore, you will have two separate First Commonwealth member accounts.

First Commonwealth offers various business savings services, including Traditional Savings, Money Market accounts, and certificates. For more information on our business savings options, please visit [firstcomcu.org/business/savings](https://firstcomcu.org/business/savings).

### Share Certificates

Your Bellco certificate number(s) will change. All certificates will retain the same rate, term, and early withdrawal penalties until maturity. All certificates will automatically be renewed to the closest First Commonwealth term. If you do not wish for your certificate to be automatically renewed, a Business Solutions Representative will be happy to help you find your preferred account.



### Updates to Products and Services

There will be additional changes to various products and services as we transition you to your First Commonwealth account(s). We know you may have some questions regarding these changes, and we're here to help guide you. Please contact us at 610.821.2403 or [ithrive@firstcomcu.org](mailto:ithrive@firstcomcu.org) for additional assistance.



### Money Market Accounts

Money Market rate tiers will be changed to the following for current Bellco Money Market accounts:

- Less than \$10,000
- \$10,000 - \$24,999.99
- \$25,000 - \$49,999.99
- \$50,000 - \$99,999.99
- \$100,000 - \$249,999.99
- \$250,000 - \$499,999.99
- \$500,000 - \$999,999.99
- Greater than \$1,000,000





## Business First by First Commonwealth - Business Banking Solutions

Every business owner needs a trusted partner, and that's where we come in. When it comes to supporting your business, First Commonwealth Federal Credit Union offers personalized business solutions along with a dedicated Business Solutions Relationship Manager for each of our business members. Business First by First Commonwealth provides businesses, their employees, and families with the best our credit union has to offer including lower rates, exclusive offers, and access to personalized services and free financial wellness resources and counseling.

To learn more about Business First by First Commonwealth, visit [firstcomcu.org/businessfirst](https://firstcomcu.org/businessfirst).

### Business Lending Solutions

Your business is our business. That's why we offer a full suite of business lending solutions designed to help your business grow. First Commonwealth is here to offer customizable borrowing solutions that fit the specific needs of you and your business whether you are looking to build, expand, or invest in commercial improvements.

Discover more about our commercial loan offerings and lines of credit by visiting [firstcomcu.org/realestate](https://firstcomcu.org/realestate).

### SBA Financing

First Commonwealth now offers SBA financing through the U.S. Small Business Administration— along with a personal Commercial Relationship Manager to advise and guide you through the process.

The [SBA 7\(A\) Program](#) is the SBA's most versatile loan program, with eligible uses such as:

- Short-and long-term working capital
- Refinance current business debt
- Purchase furniture, fixtures, equipment, or inventory
- Construction of a new building or renovation of an existing building
- Establishing a new business
- Assisting in the acquisition, operation, or expansion of an existing business

The [SBA 504 Program](#) provides long-term, fixed-rate financing and puts owner-occupied commercial real estate and other fixed-asset purchases within reach. Eligible uses include:

- Purchase owner-occupied commercial real estate, such as an office, manufacturing facility, mixed-use property and more
- Purchase land and construct a business location
- Business construction loan to renovate or improve these types of facilities
- Purchase heavy machinery or equipment
- Improvements to existing facilities

For additional details on our SBA programs, visit [firstcomcu.org/sba](https://firstcomcu.org/sba).



### Business Visa® Solutions

Our Visa® cards are designed for business. From automatic cash back and low rates to unmatched purchasing power and worldwide acceptance, the security, flexibility, and versatility of a First Commonwealth Business Visa® makes running—and growing—your business easier and more convenient. Features include:

- Purchase security and extended protection program
- Travel and emergency assistance services
- Auto rental collision damage waiver program
- Ability to keep your personal and business expenses separate
- Capacity to issue multiple cards under a single account

For more insights into Visa® Business Reward and Visa® Business Platinum card, visit [firstcomcu.org/businesscreditcards](https://firstcomcu.org/businesscreditcards).

### Cash Management Solutions

Focus on what matters most and let us handle the rest. Digital Banking with Cash Management offers a complete solution to help your business manage its finances quickly and easily. Whether you're on the road, working remotely, or in the office, our Cash Management solutions are designed to help you manage your business finances quickly and easily with automated account features and 24/7 access. Experience the ultimate convenience, one-stop access, greater controls, and flexibility that Business First by First Commonwealth offers.

For more information about Cash Management Services and features visit [firstcomcu.org/digitalcashmanagement](https://firstcomcu.org/digitalcashmanagement).

### Merchant Card Solutions

We help you build a better business, which is why our Merchant Card Solutions allow you to accept all major credit and debit cards, and give you access to check verification at a competitive rate with no hidden fees on a month-to-month contract.

To learn more about Merchant Card Solutions, visit [firstcomcu.org/merchantservices](https://firstcomcu.org/merchantservices).



## Notifications & Disclosures

### Change in Terms Notification

Effective June 1, 2024, First Commonwealth Federal Credit Union is changing certain terms of the agreements and disclosures governing your accounts and services as set forth below. By continuing to use your accounts and services with First Commonwealth Federal Credit Union, you agree to these changes and to the terms of the agreements that will govern your accounts and services effective June 1, 2024.

### Disclosures

Effective June 1, 2024, the Bellco Federal Credit Union terms and conditions governing your account(s) will be amended and replaced with the terms and conditions of First Commonwealth Federal Credit Union. The following disclosures are included in this guide in the following pages:

- Privacy Policy
- Funds Availability Policy
- Truth in Savings Policy
- Schedule of Fees and Charges
- Business Membership and Account Agreement
- Electronic Fund Transfers Agreement and Disclosure

## FACTS

### WHAT DOES FIRST COMMONWEALTH FEDERAL CREDIT UNION (FCFCU) DO WITH YOUR PERSONAL INFORMATION?

#### Why?

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

#### What?

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

- Social Security Number
- Account Balances
- Payment History
- Income
- Credit History
- Credit Scores

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

#### How?

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

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

#### Questions?

Call 610.821.2403 or visit [www.firstcomcu.org](http://www.firstcomcu.org)

What we do	
<b>How does FCFCU protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does FCFCU collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Deposit money</li> <li>• Pay your bills</li> <li>• Apply for a loan</li> <li>• Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><b><i>First Commonwealth Federal Credit Union does not share with our affiliates.</i></b></p>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><b><i>First Commonwealth Federal Credit Union has no nonaffiliates.</i></b></p>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• TruStage</li> <li>• CUSO Financial Services, LP</li> </ul>

## FUNDS AVAILABILITY POLICY DISCLOSURE

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

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

**2. DETERMINING THE AVAILABILITY OF A DEPOSIT** — When we delay the availability of a deposit the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

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

**3. SAME-DAY AVAILABILITY** — Funds from the following deposits will be available on the same business day that we receive the deposit:

- Electronic direct deposits
- Cash
- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on First Commonwealth Federal Credit Union

**4. NEXT-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON** — Funds from the following deposits are available by the first business day after the day we receive your deposit, if you make the deposit in person to one of our employees:

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

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

**5. AVAILABILITY OF OTHER CHECK DEPOSITS** — The first \$500.00 from a deposit of other checks will be available on the same business day that we receive your deposit. The remaining funds will be available by the first business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$500.00 of the deposit will be available on Monday. The remaining \$200.00 will be available by Tuesday.

**6. HOLDS ON OTHER FUNDS** — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

**7. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$10,000.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

**8. SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions.





For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

**9. DEPOSITS AT PROPRIETARY AUTOMATED TELLER MACHINES (ATMs)** — Funds from deposits (cash or checks or drafts) made at an ATM that we own or operate will be available by the second business day after the date of your deposit. However, funds from U.S. Treasury checks payable to you and checks drawn on First Commonwealth Federal credit Union and deposited at an ATM located on our premises will be available on the first business day following the day we receive your deposit. Additionally, the first \$500 of other deposits will be available immediately. All ATMs that we own or operate are identified as our machines.

Longer delays may apply. Please see the section entitled "Longer Delays May Apply" for details.

**10. DEPOSITS AT NONPROPRIETARY ATMS** — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit.

**11. FOREIGN CHECKS** — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

**TRUTH-IN-SAVINGS DISCLOSURE**

**LAST DIVIDEND DECLARATION DATE: 02/12/2024**

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.													
ACCOUNT TYPE	DIVIDENDS					RATE SCHEDULE				BALANCE REQUIREMENTS			ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Average Daily Balance to Earn the Stated APY	Balance Method to Calculate Dividends					
Savings Accounts	0.01% / 0.01%	Monthly	Monthly	Monthly (Calendar)	\$5.00	—	\$5.00	Daily Balance				—	Account with drawal limitations apply.
Club Accounts	0.01% / 0.01%	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance				—	Account limitations apply.
IRA Accounts	0.01% / 0.01%	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance				—	Account limitations apply.
Health Savings Accounts	\$1,499.99 or below 0.01% / 0.01% \$1,500.00 to \$9,999.99 0.01% / 0.01% \$10,000.00 or greater 0.02% / 0.02%	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance				—	—
Money Market Accounts	\$0.00 to \$9,999.99 0.50% / 0.50% \$10,000.00 to \$24,999.99 0.50% / 0.50% \$25,000.00 to \$49,999.99 0.50% / 0.50% \$50,000.00 to \$99,999.99 1.00% / 1.00% \$100,000.00 to \$249,999.99 1.00% / 1.00% \$250,000.00 to \$499,999.99 1.00% / 1.00% \$500,000.00 to \$999,999.99 1.00% / 1.00% \$1,000,000.00 or greater 1.00% / 1.00%	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance				—	—
Benefit Checking Accounts	—	—	—	—	—	—	—	—				—	—
Special Purpose Checking Accounts	—	—	—	—	—	—	—	—				—	—
Teen Checking Accounts	—	—	—	—	—	—	—	—				—	—
Fresh Start Checking Accounts	—	—	—	—	—	—	—	—				—	Account Limitations Apply.



## ACCOUNT DISCLOSURES

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.**

**1. RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Savings, Club, IRA, Health Savings, and Money Market accounts, the dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule. Health Savings, and Money Market accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For tiered accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.

**2. NATURE OF DIVIDENDS** — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**3. DIVIDEND COMPOUNDING AND CREDITING** — The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

**4. ACCRUAL OF DIVIDENDS** — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

**5. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Savings accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the period, you will not earn the annual percentage yield stated in the Rate

Schedule. For accounts using the daily balance method as stated in the Rate Schedule dividends are calculated by applying a daily periodic rate to the principal in the account each day.

**6. ACCOUNT LIMITATIONS** — For Club accounts, the entire balance will be transferred to your Savings account on or after the last calendar day of the 12-month club period with is established by you at the time of account opening. The account will remain open for subsequent club periods. You may make one (1) withdrawal from your account during any club period, upon a second withdrawal from your Club account during the club period, your account will be closed and you will be charged a fee as disclosed in the Schedule of Fees and Charges. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. For IRA accounts, you may not make any preauthorized, automatic, or telephone transfers from your account at any time. For Teen Checking accounts, you must be under 18 years of age to open an account. After the age of 17, your account will be automatically converted to a Benefit Checking Account. For Fresh Start Checking accounts, your account will be automatically converted to a Benefit Checking account after an initial 12-month probation period. For Savings, Health Savings, Money Market, Benefit Checking, Special Purpose Checking, and Teen Checking accounts, no account limitations apply.

**7. FEES FOR OVERDRAWING ACCOUNTS** — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

**8. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share \$5.00  
Number of Shares Required 1

**9. RATES** — The rates provided in or with the Rate Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

First Commonwealth Federal Credit Union

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## SCHEDULE OF FEES AND CHARGES

### Benefit, Teen, and Special Purpose Account Fees

- Check Printing..... Prices may vary depending upon style
- Copy of Check (up to 12 months) \$3.00\*\*

### Fresh Start Checking Account Fees

- Monthly Service.....\$5.00

### General Fee Listing

- Account Balancing Assistance..... \$20.00/Hour
- Account Research.....\$20.00/Hour
- Account Activity Printout.....\$5.00/Printout
- Automatic Overdraft Transfer to and From Checking or Savings..... \$5.00/each.
- Dormant Account.....\$5.00/Month If no activity for 15 months.
- Early Account Closure.....\$20.00 if closed within 90 days of opening.
- Collection Item (Outgoing).....\$100.00 plus additional Fees passed on from Wells Fargo and the Institution which the check is drawn on. Could be as high as 6% or more of the check amount.
- Copy of Check (up to 12 months) \$3.00\*\*
- Deposited Checks and Other Items Returned unpaid.....\$15.00
- Cashier's Check.....\$7.00
- Failing to Update Address.....\$5.00
- Club Account Withdrawals.....\$10.00/Withdrawal After one (1) per term.
- Paper Statement.....\$3.00\*
- Nonsufficient Funds and Other Returned Items.....\$25.00/Item (each submission/resubmission)\*\*\*
- Courtesy Pay.....\$25.00/Each\*\*\*
- Stop Payment ACH.....\$22.00
- Stop Payment for Check.....\$22.00
- Stop Payment (Series of Checks).....\$22.00
- Transferring IRA Funds from FCFCU.....\$10.00
- Transferring HSA Funds from FCFCU.....\$10.00
- Wire Transfer(Outgoing – Domestic).....\$25.00/Transfer International.....\$60.00/Transfer
- Wire Transfer (Incoming).....\$10.00
- Drilling Safe Box..... \$150.00 and up
- Lost Safe Box Key.....\$5.00

### Other Service Fees

- Wire Transfer(Outgoing – Domestic).....\$25.00/Transfer International.....\$60.00/Transfer
- Wire Transfer (Incoming).....\$10.00
- Drilling Safe Box..... \$150.00 and up
- Lost Safe Box Key.....\$5.00

- Money Order.....\$4.00/Money Order

### Legal Actions

- IRS Levy/Garnishments/Other.... Up to \$250.00
- Escheatment Processing .....\$50.00

### Plastic Card(s) Fees

- Monthly ATM Card Usage..... \$1.50
- Replacing a Plastic Card.....\$10.00
- Visa Gift Card(s).....\$3.00

### **OFFICES:**

**Phone: (610) 821-2403**

450 Union Blvd Allentown, PA 18109	15093 Kutztown Road Kutztown, PA 19530
2752 MacArthur Road Whitehall, PA 18052	7627 Tilghman Street Fogelsville, PA 18051
4300 Wm Penn Highway Easton, PA 18045	5500 Crawford Drive Bethlehem, PA 18017
3515 Nazareth Road Easton, PA 18045	1080 Chestnut Street Emmaus, PA 18049
6084 Hamilton Blvd Allentown, PA 18106 08865	501 Baltimore Street Phillipsburg, NJ
6126 Hamilton Blvd – Ste 100 Allentown, PA 18106	
840 W. Hamilton Street – Ste 122 Allentown, PA 18101	
Carbon Plaza Mall 1241 Blakeslee Blvd. East - Ste 22 Lehighton, PA 18235	

Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

# NCUA

National Credit Union Administration, a U.S. Government Agency

\* Waived 55+, teens, minors, and special purpose  
\*\* Checks older than 12 months have a higher fee.  
Please inquire.

\*\*\* Maximum of four (4) per day will be charged.



## BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement (“Agreement”) covers the rights and responsibilities concerning accounts held by a business or organization account owner (“Account Owner”) and the credit union providing this agreement (“Credit Union”). In this Agreement, the words “you,” “your” and “yours” mean the Account Owner as well as each person signing a Business Account Card or other account opening document (“Account Card”) or for which membership and/or service requests are otherwise approved. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more savings accounts you have with the Credit Union.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

**1. CONTRACT** - Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

**2. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, the Account Owner must meet the membership requirements including as applicable, purchasing and maintaining a minimum share balance (hereinafter membership share) and/or paying a membership fee, as set forth in the Credit Union’s Bylaws or established from time to time by the Credit Union’s Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

### 3. ACCOUNT ACCESS

**a. Authorized Persons.** The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or, for a limited partnership, the general partner or those partners as otherwise established by the partnership agreement) and any person designated by the partners; or
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

**b. Authority.** Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- Signing checks and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, certificate and any other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

**c. Access Options.** You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check will be charged to your account.

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

**4. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and fee schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them.

**a. Endorsements.** We may accept transfers, checks and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check images, you will restrictively endorse each original check in accordance with any other agreement with us that governs this service. **For accounts held at credit unions located in New York:** If a check or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we will process the check or item as though it is payable to all such persons. **For accounts held at credit unions located in states other than New York:** If a check or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check or item as though it is payable to either person.

**b. Collection of Items.** We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Restrictive Legends.** Some checks contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include “two signatures required,” “void after 60 days,” and “not valid over \$500.00.” We are not liable for payment of any check contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**d. Final Payment.** All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**e. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.



**f. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

**5. FUNDS TRANSFERS -** Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (NACHA). If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Dividend Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you dividend for the period of delay. Based on your account type, we will pay you such dividend in the form of dividend payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for Electronic Deposits.** We may provisionally credit your account for an electronic deposit transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and

periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**6. ACCOUNT RATES AND FEES -** We pay account earnings and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

**7. TRANSACTION LIMITATIONS -** We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks, except those damages which may arise solely as a result of the Credit Union's negligence.

**a. Withdrawal Restrictions.** We permit withdrawals if your account has a sufficient available balance to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

**b. Transfer Limitations.** For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check which is then mailed directly to you, although we may impose a fee for such services.

**8. CERTIFICATE ACCOUNTS -** Any certificate account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. **For accounts held at state chartered credit unions located in Wisconsin:** Credit Union liability for dividends declared by the board of directors on certificate and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union under s.186.235(11) of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings (Wis. Admin. Code DFI-CU 60.06).

#### **9. OVERDRAFTS AND DISHONORED ITEMS**

**a. Insufficient Funds/Overdrafts.** If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, transaction or other item that is presented for payment from the account, we may return the item or pay it in accordance with our overdraft policies or any overdraft service you have established with us. We are not required to pay any item that exceeds the available balance in your account. Items drawn on your account may be paid in any order we choose. The available balance for your account is determined according to our funds availability policy and may reflect pending transactions you have authorized but have not yet posted to your account. We may determine whether the available balance in your account is sufficient to pay an item at any time between presentation of the item and our deadline, with only one review of the account required. We are not required to notify you if your account does not have sufficient available funds to pay the item. Your account may be subject to a fee as disclosed in our business account fee schedule for each item presented against an insufficient available balance, regardless of whether we return or pay the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If you have established an overdraft service with us that links your savings account with other Credit Union accounts of yours, you authorize us to transfer funds from those accounts to cover the amount of any items that exceed the available balance in your account as well as the amount of any fee assessed for the transfer. Such transfers may be made from another savings account, an overdraft line-of-credit account, or other account you so designate. If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in your account, the account will be overdrawn and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this overdraft protection service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

**b. Dishonored Items.** We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain a sufficient available balance to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.

**c. How Transactions are Posted to Your Account.** Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

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

**Debits.** There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted when received from the Federal Reserve in order of receipt.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

**d. Understanding Your Account Balance.** Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at [www.firstcomcu.org](http://www.firstcomcu.org), at an ATM, by visiting a credit union branch or by calling us at 610.821.2403.

**10. CHECKS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check, and we shall have no liability for refusing payment. If we agree to cash a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks are stated in our business account fee schedule.

**11. POSTDATED AND STALEDATED CHECKS** - You agree not to draw or issue any check that is postdated. If you draw or issue a check that is payable on a future date, we will have no liability if we pay the check before its payment date. You agree not to deposit checks or other items before they are properly payable. We are under no obligation to pay a check drawn on your account that is presented more than six months after the date it was written; however, if the check is paid against your account, we will have no liability for such payment.

**12. FOREIGN CURRENCY** - All checks drawn on your account shall be payable in currency of the United States. You agree not to draw a check that is payable in any foreign currency. If you give us an order to pay a check in a foreign currency, we have the right to return the check unpaid. However, if we pay the check, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

### 13. STOP PAYMENT ORDERS

**a. Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any check drawn on your account. To be binding, the order must accurately describe the check, including the exact account number, check or draft number, and amount of the check. This exact information is necessary for the Credit Union to identify the check. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check, and to assist us in any legal action.

**For accounts held at credit unions located in the state of New York:** Payment on any certified check, cashier's check, teller's check, or any other check, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. **For accounts held at credit unions located in states other than New York:** You may not stop payment on any certified check, cashier's check, teller's check or any other check or payment guaranteed by us.

**b. Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires. **For accounts held at credit unions located in the states of Florida and Texas:** We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

**c. Liability.** Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**14. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains an insufficient available



balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**15. UNAUTHORIZED USE OF CHECK WRITING AND FACSIMILE SIGNATURE EQUIPMENT** - You are responsible for maintaining the security of all facsimile signatures, check writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

**16. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all savings and, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all savings and dividends, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

**17. TRANSFER OF ACCOUNT** - All accounts are nonassignable and nontransferable to third parties except by us.

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

**19. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

## 20. NOTICES

**a. Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.

**b. Notice of Amendments.** Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.

**d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we will close your account and return the balance to you, less any applicable service fees.

## 22. STATEMENTS

**a. Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For checking accounts, you understand and agree that your original check, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 33 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

**c. Notice to the Credit Union.** You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

**d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

**23. INACTIVE ACCOUNTS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**24. TERMINATION OF ACCOUNT** - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, transfer or item after your account is terminated; however, if we pay a check, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks in process.

**25. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**26. DEATH OF ACCOUNT OWNER** - If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on the account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay checks or honor other payments or transfer orders authorized by the Account Owner for a period of ten days after the Account Owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

**27. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**28. WAIVER OF RIGHTS** - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

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

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

**31. GOVERNING LAW** - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Pennsylvania.

**32. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS** - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

**33. NEGATIVE INFORMATION NOTICE** - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**34. MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.



## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by First Commonwealth Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, Visa®, CU\$, Mastercard®, and STAR networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry Visa®, CU\$, Mastercard®, and STAR network logo(s).

The following limitations on ATM Card transactions may apply:

- Maximum ATM withdrawals and POS transactions for any one (1) day of \$600.00 for Teen and Benefit Checking accounts, \$800.00 for Preferred Checking accounts and \$1,200.00 for Elite Checking accounts, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

**b. Visa Check Card.** If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Visa®, CU\$, Mastercard®, and STAR networks, and such



other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa and STAR networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Check Card transactions may apply:

- Maximum ATM withdrawals and PIN transactions for any one (1) day of \$100.00 for Fresh Start Checking accounts, \$600.00 for Teen and Benefit Checking accounts, and \$800.00 for Preferred and \$1,200.00 for Elite Checking accounts, if there are sufficient available funds in your account.
- Maximum purchase (signature based) transaction in any one (1) day of \$500.00 for Fresh Start Checking, \$2,000.00 for Teen, Benefit, Preferred, and Elite Checking accounts, if there are sufficient available funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**c. Health Savings Account Visa Check Card.** If you will be using your Visa® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Visa zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your Health Savings account. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Withdraw funds from your Health Savings accounts.
- Transfer funds from your Health Savings accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Health Savings Account Visa Check Card transactions may apply:

- Maximum ATM withdrawal and POS transactions per day of \$600.00, if there are sufficient available funds in your account.
- Maximum purchase (signature based) amount of \$2,000.00, if there are sufficient available funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the

merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

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

- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, and money market accounts.
- Make loan payments from your savings and checking accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Last statement cycle's deposits to checking accounts.
- Last statement cycle's deposits or withdrawals from savings.

Your accounts can be accessed under TellerPhone via a touch-tone telephone only. TellerPhone service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on TellerPhone transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**e. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**f. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**g. Digital Banking.** If Digital Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Digital Banking to:

- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, and money market accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Digital Banking via personal computer. Digital Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Digital Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**h. E-Payer.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on E-Payer transactions may apply:

- There is no limit on the number of bill payments per day.

**2. TRANSFER LIMITATIONS —** None.

**3. CONDITIONS OF EFT SERVICES —**

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Foreign Transactions.**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.80% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES —** We assess certain fees and charges for EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

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

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**a. ATM Card Fees.**

- \$1.00 charge for ATM withdrawals after five (5) per month (savings accounts only).
- Replacement card fee of \$10.00 per card.
- Nonsufficient funds fee of \$25.00 per submission/resubmission of an item.

**b. Visa Check Card Fees.**

- We do not charge for any signature based transactions at the present time.
- Replacement card fee of \$10.00 per card.
- Nonsufficient funds fee of \$25.00 per submission/resubmission of an item.

**c. Health Savings Account Visa Check Card Fees.**

- We do not charge for any signature based transactions at the present time.
- Replacement card fee of \$10.00 per card.
- Nonsufficient funds fee of \$25.00 per submission/resubmission of an item.

**d. TellerPhone Fees.**

- Nonsufficient funds fee of \$25.00 per submission/resubmission of an item.

**e. Preauthorized EFT Fees.**

- Nonsufficient funds fee of \$25.00 per submission/resubmission of an item.

**f. Digital Banking Fees.**

- Nonsufficient funds fee of \$25.00 per submission/resubmission of an item.

**g. E-Payer Fees.**

- Nonsufficient funds fee of \$25.00 per submission/resubmission of an item.

**h. MEMBER LIABILITY —** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.



For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(610) 821-2400 ext. 6772  
(888) 821-2400  
(855) 710-3064 Domestic  
(303) 967-1096 International

or write to:

First Commonwealth Federal Credit Union  
PO Box 20450  
Lehigh Valley, PA 18002-0450  
Fax: (610) 807-3041

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

#### 6. RIGHT TO RECEIVE DOCUMENTATION —

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, HSA debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (610) 821-2400 ext. 6772 or (888) 821-2400. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE —** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

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

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

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.

- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES —** All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

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

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS —** In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(610) 821-2400 ext. 6772  
(888) 821-2400

or write to:

First Commonwealth Federal Credit Union  
PO Box 20450  
Lehigh Valley, PA 18002-0450  
Fax: (610) 807-3041

- Tell us your name and account number.
- Describe the electronic 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.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**NOTE:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**13. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Pennsylvania, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

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





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