

# TERMS AND CONDITIONS OF ACCOUNT

Revised 10.2023

Welcome to GFA Federal Credit Union. We are pleased to have you as a member. This is the agreement between you and GFA Federal Credit Union. When you become a member you agree to the terms and conditions described in this booklet. These terms and conditions apply whether the account is opened in person, by mail, by telephone, or electronically. Please read this Agreement carefully and keep it for your records. This Agreement covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Membership Application ("Application"), assert any ownership in an account or use any access device for any account. The words "we," "us," and "our" mean GFA Federal Credit Union ("Credit Union"). The word "account" means any one or more share savings, checking or share certificate accounts you have with the Credit Union. The classification and form of ownership of your accounts (including share certificates) are designated on your Application. By signing the Application, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, Check 21, Privacy Policy, Truth-in-Savings Disclosures and Fee Schedule incorporated in or accompanying this Agreement, any account receipt, the Credit Union's Bylaws and Policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

**Membership Eligibility.** Becoming a member of GFA Federal Credit Union is easy. There are several ways to qualify for membership:

## • Family Relationship to a GFA Member

- If someone in your immediate family is a current member, you are eligible for membership at GFA federal Credit Union (includes spouse, domestic partner, children, siblings, parents, grandparents, grandchildren, stepparents, stepchildren, step siblings, adoptive relationships, and others living in your household).

## • Company You Work for

- GFA has partnership businesses / organizations that offer GFA as a benefit to their employees.

## • Membership Organizations

- You can join GFA even if you are not eligible for membership through a family member or your employer. If you currently belong to or join a sponsoring membership organization that offers GFA as a benefit to their members, you are automatically eligible to join GFA Federal Credit Union.
- If you do not currently belong to a partnered organization, we will be happy to enroll you in one at the time of account opening.

Membership is required to access our products and services and requires a par value of \$10.00 in any of the following qualifying accounts:

- All checking accounts
- All savings accounts excluding Health Savings Account & IRA Savings
- Cash Management/Money Market Accounts

**Deposit of Funds Requirements.** Refer to the Funds Availability Policy disclosure to determine the availability of your deposits. Items that may not be accepted for deposit include, but are not limited to: foreign currency, items that lack proper endorsement, items that have already been negotiated, or items that appear to be altered. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its date.

**ACH & Wire Transfers.** This agreement is subject to article 4A of the Uniform Commercial Code- Funds Transfers as adopted in the state of Massachusetts. If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit, or you will refund us the amount, in addition to any service charges as set forth in our fee schedule, if we do not receive final settlement. The posting of incoming

international ACH entries may be delayed to accommodate complying with all U.S. laws and regulations. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution.

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

## **Transaction Limitations.**

**-Withdrawal Restrictions.** We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft line of credit or we have advised you that we will pay your overdrafts. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Fee Schedule. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has 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. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

## **Overdrafts.**

**-Overdraft Liability.** If on any day, the funds in your share account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or any overdraft line of credit or overdraft privilege plan you have with us.

**-Overdraft Protection Plan.** If we have approved an overdraft line of credit or overdraft privilege plan for your account, we will honor drafts drawn on insufficient funds as required under the Credit Union's overdraft line of credit or overdraft privilege plan. The fee for overdraft transfers, if any, is set forth on the Fee Schedule. This Agreement governs all transfers, except those governed by agreements for loan accounts.

**-Overdraft Fees.** If your account becomes overdrawn, you may be charged a fee, as listed in our fee schedule. The overdraft fee applies to overdrafts created by check,

in-person withdrawal, ATM withdrawal, or other electronic means. Your account may be subject to a fee for each item regardless of whether we pay or return 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.

#### **SEE Exhibit A: Overdraft Privilege Policy**

#### **Stop Payment Orders.**

**-Stop Payment Order Request.** You may request a stop payment order on any item payable from your account (ACH transactions, checks, and share drafts) on your account. To be binding an order must be dated, signed, and describe the account and item number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the item, and its exact amount. For ACH transactions, we must receive a written request at least three (3) business days preceding the scheduled date of the ACH transaction. You understand that the exact information is necessary for the Credit Union to identify the item. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item/s. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the item. In addition, we may request a copy of your written cancellation notice to revoke an ACH transaction with the receiver. If we re-credit your account after paying a item 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 item and to assist us in any legal action.

**-Duration of Order.** You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is in effect until all entries that have been listed on the stop payment order have stopped.

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

**Credit Union Liability.** We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general 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 Account Agreement. Any conflicts will be resolved by reference to this Agreement.

**Credit Union Lien.** If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. You authorize us to use any funds received by direct deposit, including social security and veterans benefits, as part of our lien and security interest. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later.

**Security Interest.** You grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are non-assignable and non-transferable to third parties.

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

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

#### **Taxpayer Identification Numbers and Backup**

**Withholding.** Your failure to furnish a correct Taxpayer

Identification Number (TIN) (which can be your social security number) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend/refuse opening your account.

**-Exception- Non-U.S. Citizens-** A W-8 BEN form must be provided at account opening for all non-US Citizens with foreign certification.

**Item Clearing Practices.** GFA Federal Credit Union will clear checks, as presented daily, in check number order. Items that clear through the Automated Clearing House (ACH) are as follows: Credits are posted first, largest to smallest then debits are posted smallest to largest. Automated Teller Machine (ATM) and Point of Sale (POS) transactions are posted in real-time as they occur.

#### **Statements.**

**-Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share draft or checking accounts, you understand and agree that your original draft, 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. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.

**-Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

#### **-Electronic Notices.**

With your consent, the Credit Union can send statements, notices, disclosures and other written documents to you electronically. These notices will be sent to the email address that you provide to us, and you agree to notify the Credit Union if your email address changes. If your electronic documents are returned undeliverable, we will

attempt to contact you to obtain your correct information. You may discontinue receiving documents electronically at no charge, or request a paper copy of the electronic notification at any time by calling us at: 978-632-2542, or by email at [gfa@gfafcu.com](mailto:gfa@gfafcu.com), or by writing to: GFA Federal Credit Union, PO. Box 468, Gardner, MA 01440. The Credit Union will begin sending your paper documents by regular mail thirty (30) days after your notice of cancellation.

**-Hardware & Software Requirements for Access to and Retention of Electronic Documents.** You will need to have Adobe® Acrobat® Reader® or compatible software installed on your computer in addition to your normal internet browser software in order for you to access your electronic documents. To download a free copy of Adobe Acrobat Reader®, please visit [www.adobe.com](http://www.adobe.com).

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

## **Check 21**

### **What is a substitute check?**

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

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

### **What are your rights regarding substitute checks?**

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

amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, Insufficient/Uncollected/Overdraft paid or returned fees). The amount of your refund under this procedure is limited to the amount of your loss, or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund plus dividends if your account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim. We may reverse the refund (including any dividend on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do you make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please write to us at the address listed on your statement. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agree) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

-Your claim must include:

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

**Abandoned Property.** If a deposit or withdrawal has not been made on the account and we have had no other contact with you for a period of three or more years, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you

must apply to the appropriate state agency. In addition, we may charge a service fee as set forth on the Fee Schedule for processing your abandoned account.

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

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

**Death of Account Owner.** We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death.

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

**Enforcement.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss,

costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

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

## FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at GFA Federal Credit Union.

**General Policy.** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays and days when the credit union is closed. The earliest deposit cut-off time that might apply is 2:00 p.m. If you make a deposit before our cut-off hour 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 our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Same Day Availability.** Funds from electronic payments are available on the date of deposit.

**Next Day Availability.** Funds from the following deposits are available on the next business day following the day of your deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on GFA Federal Credit Union

If you make the deposit in person to one of our employees, funds from the following deposits may also be available on the next business day following the day of your deposit:

- Cash
- State and local government checks that are payable to you

- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank check, 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 or make the deposit at an ATM), funds from these deposits will be available on the second business day following the day of your deposit.

**Availability of Other Check Deposits.** Funds from other check deposits will not be available until the second business day after the day of your deposit. The first \$225.00 of your deposits, however, will be made available on the next business day following the day of your deposit. For example, if you deposit a check in the sum of \$725.00 on a Monday before 2:00 p.m., \$225.00 of the deposit is available on Tuesday. The remaining \$500.00 is available on Wednesday.

**Holds on Other Funds.** If we cash a check for you that was 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.

**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 deposited will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of

communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. Please ask a member of the staff if you need to be sure when a particular deposit will be available for withdrawal.

**Special Rules for New Members.** If you are a new member, the following special rules will apply to deposits made into accounts 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, travelers, 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 ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, or is made after 2 p.m., 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 by the fifth business day following the day of your deposit.

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

Binding Arbitration and Class Action Waiver.

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO

PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

#### Agreement to Arbitrate Disputes.

Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

#### No Class Action or Joinder of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

#### Disputes Covered by Arbitration.

YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of Your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include

claims relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

#### Disputes Excluded from Arbitration.

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

#### Commencing an Arbitration.

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If You initiate the arbitration, You must notify Us in writing at: 229 Parker Street, Gardner, MA 01440.

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
[www.adr.org](http://www.adr.org)

JAMS  
1-800-352-5267 (toll-free)  
[www.jamsadr.com](http://www.jamsadr.com)

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address, unless the parties agree to a different location in writing.

#### Administration of Arbitration.

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to You or Us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any

bearing on the rights and obligations of any other person, or on the resolution of any other dispute. Your or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

#### Costs.

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

#### Right to Resort to Provisional Remedies Preserved.

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

#### Arbitration Award.

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in

accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

#### Governing Law.

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the Commonwealth of Massachusetts shall apply.

#### Severability, Survival.

These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

Right to Reject this Resolution of Disputes by Arbitration provision.

**YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:**

Agreement to the Resolution of Disputes by Arbitration provision:

1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.

2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

Rejection of the Resolution of Disputes by Arbitration provision:

1. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:

a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;

b. You must send Your written notice to Us at the following address: 229 Parker Street, Gardner, MA 01440.

## TRUTH- IN-SAVINGS DISCLOSURE

For purposes of this disclosure, the dividend rates and APYs listed below are offered within the most recent seven calendar days and are accurate as of September 5, 2024. Please call 978-632-2542 to obtain current rate information.

#### Statement Savings Account

##### **Rate Information:**

This is a variable rate product. The dividend rate and annual percentage yield may change at our discretion, at any time, as determined by the Credit Union's Board of Directors. Currently, if your daily balance is \$0.00-\$49.99, the dividend rate paid on the entire balance will be 0.00% with an annual percentage yield (APY) of 0.00%. If your daily balance is \$50.00-\$499.99, the dividend rate paid on the entire balance will be 0.05% with an annual percentage yield (APY) of 0.05%. If your daily balance is \$500.00-\$4,999.99, the dividend rate paid on the entire balance will be 0.05% with an annual percentage yield of 0.05%. If your daily balance is \$5,000.00 and above, the dividend rate paid on the entire balance will be 0.05% with an annual percentage yield (APY) of 0.05%.

**Compounding and Crediting-** Dividends will compound monthly and be credited to your account every month. If you close your account before accrued dividends are credited, accrued dividends will not be paid.



**Dividend Period-**For this account type, the dividend period is monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last calendar day of the dividend period. The dividend declaration date is the last day of the dividend period.

**Accrual of Dividends-** Dividends will begin to accrue on deposits on the business day that you make the deposit to your account.

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

**Minimum Requirements-** The minimum balance required to open this account is \$30.00. There is no minimum balance required to avoid a service fee on this account. You must maintain a minimum daily balance of \$50.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method-** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Account Limitations-** During any statement cycle, you may not make more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, to another credit union account of yours (including a transaction account) or to a third party by means of a preauthorized or automatic transfer or telephonic or electronic (computer) agreement, order or instruction, or by check, draft, debit card, if applicable, or similar order made by you and payable to a third party. If you exceed these transfer limitations, we may refuse to make that transfer, suspend or close your account, or require you to open additional transaction (checking) accounts and/or assess a fee for each incident as set forth in our Fee schedule.

#### Fusion Savings

##### **Rate Information:**

This is a variable rate product. The dividend rate and annual percentage yield may change at our discretion, at any time, as determined by the Credit Union's Board of Directors. Currently, if your daily balance is \$0.00-\$25,000.00, the dividend rate paid on the entire balance will be **3.20%** with an annual percentage yield (APY) of **3.25%**. If your daily balance is \$25,000.01 and above the dividend rate paid on the portion above \$25,000.00 will be **1.98%** with an annual percentage yield (APY) of **2.00%**.

**Compounding and Crediting-** Dividends will compound monthly and be credited to your account every month. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

**Dividend Period-**For this account type, the dividend period is monthly. The dividend period begins on the first

calendar day of the dividend period and ends on the last calendar day of the dividend period. The dividend declaration date is the last day of the dividend period.

**Accrual of Dividends-** Dividends will begin to accrue on deposits on the business day that you make the deposit to your account.

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

**Minimum Requirements-** The minimum balance required to open this account is \$1,000.00. There is no minimum balance required to avoid a minimum balance service fee.

**Daily Balance Computation Method-** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Fusion Savings Bonus -** Quarterly (on the 5<sup>th</sup> business day of the following month) one (1) randomly selected Fusion Savings Account holder will be eligible to receive up to twice their average daily balance in their Fusion Savings Account, up to a maximum of \$250.00. The average daily balance in the account is based on the prior twelve month period. This award is subject to change and will be evaluated each calendar year and can be stopped at any review period. Account holders would be notified if the bonus program ceased.

**Fusion Savings Eligibility-** Account must be open and active as of the date the bonus is credited. \$25.00 minimum balance required to be eligible for bonus drawing. Member must be in good standing. Recipients of Bonus Awards agree to their name, photo, story and or likeness to be utilized in promotional materials. Rates, Terms and Bonus values are subject to change at any time. Employees and officials, as well as immediate family and household members of employees and officials of GFA Federal Credit Union, who are Fusion Savings Account holders, are not eligible to be selected for Bonus Awards.

**Probability of Earning Fusion Savings Bonus -** Based on the total number of eligible Fusion Savings Accounts at the time of the quarter end drawing.

#### 18/65 Savings Account

##### **Rate Information:**

This is a variable rate product. The dividend rate and annual percentage yield may change at our discretion, at any time, as determined by the Credit Union's Board of Directors. Currently, for 18/65 Savings Accounts, if your daily balance is \$0.00-\$9.99, the dividend rate paid on the entire balance will be **0.00%**, with an annual percentage yield (APY) of **0.00%**. If your daily balance is \$10.00 and more, the dividend rate paid on the entire balance will be **0.05%**, with an annual percentage yield (APY) of **0.05%**.

**Dividend Period-**For this account type, the dividend period is monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last calendar day of the dividend period. The dividend declaration date is the last day of the dividend period.

**Accrual of Dividends-** Dividends will begin to accrue on deposits on the business day that you make the deposit to your account.

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

**Minimum Requirements-** The minimum balance required to open the 18/65 Savings Account is \$10.00; There is no minimum balance required to avoid a minimum balance service fee for these accounts.

**Daily Balance Computation Method-** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Account Limitations-** You must be 18 years of age or younger or 65 years of age or older to qualify for this account.

#### Individual Retirement Account (IRA) Savings Account

##### **Rate Information:**

This is a variable rate product. The dividend rate and annual percentage yield may change at our discretion, at any time, as determined by the Credit Union's Board of Directors. Currently, if your daily balance is \$0.00-\$49.99, the dividend rate paid on the entire balance will be **0.00%** with an annual percentage yield (APY) of **0.00%**. If your daily balance is \$50.00-\$499.99, the dividend rate paid on the entire balance will be **0.05%** with an annual percentage yield (APY) of **0.05%**. If your daily balance is \$500.00-\$4,999.99, the dividend rate paid on the entire balance will be **0.05%** with an annual percentage yield of **0.05%**. If your daily balance is \$5,000.00 and above the dividend rate paid on the entire balance will be **0.05%** with an annual percentage yield (APY) of **0.05%**.

**Compounding and Crediting-** Dividends will compound monthly and be credited to your account every month. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

**Dividend Period-** For this account type, the dividend period is monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last calendar day of the dividend period. The dividend declaration date is the last day of the dividend period.

**Accrual of Dividends-** Dividends will begin to accrue on deposits on the business day that you make the deposit to your account.

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

**Minimum Requirements-** The minimum balance required to open this account is \$50.00. There is no minimum balance required to avoid a service fee on this account. You must maintain a minimum daily balance of \$50.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method-** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Account Limitations-** Special eligibility rules may apply to open an Individual Retirement Account (IRA). In addition, IRS penalties may apply for withdrawals. See separate IRA Plan Agreement and Disclosure Statement for additional Terms & Conditions including information pertaining to qualified and/or required distributions.

**Contributions-** See separate IRA Plan Agreement and Disclosure Statement for additional Terms & Conditions.

#### Health Savings Account

##### **Rate Information:**

This is a variable rate product. The dividend rate and annual percentage yield may change at our discretion, at any time, as determined by the Credit Union's Board of Directors. Currently, if your daily balance is \$0.00-\$49.99, the dividend rate paid on the entire balance will be 0.00% with an annual percentage yield (APY) of 0.00%. If your daily balance is \$50.00-\$499.99, the dividend rate paid on the entire balance will be 0.05% with an annual percentage yield (APY) of 0.05%. If your daily balance is \$500.00-above, the dividend rate paid on the entire balance will be 0.05% with an annual percentage yield of 0.05%.

**Compounding and Crediting-** Dividends will compound monthly and be credited to your account every month. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

**Dividend Period-**For this account type, the dividend period is monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last calendar day of the dividend period. The dividend declaration date is the last day of the dividend period.

**Accrual of Dividends-** Dividends will begin to accrue on deposits on the business day that you make the deposit to your account.

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

**Minimum Requirements-** The minimum balance required to open this account is \$30.00. The minimum balance required to avoid a service fee (\$1.00 per month) on this account is \$30.00. You must maintain a minimum

daily balance of \$50.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method-** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Account Limitations-** Check printing fees may apply as stated in our Fee Schedule.

#### Free Checking

**Rate Information:** This is a non-interest bearing account.

**Minimum Requirements-** The minimum balance required to open this account is \$25.00. There is no minimum balance required to avoid a minimum balance service fee. This account requires electronic delivery of statements. If you elect to receive paper statements, you will be charged a fee of \$5.00/statement/cycle.

**Account Limitations-** Check printing fees may apply as stated in our Fee Schedule.

#### 18/65 Checking

**Rate Information:** This is a non-interest bearing account.

**Minimum Requirements-** The minimum balance required to open this account is \$10.00. There is no minimum balance required to avoid a minimum balance service fee.

**Account Limitations-** You must be 18 years of age or younger or 65 years of age or older to qualify for this account.

#### Interest Checking

##### **Rate Information:**

This is a variable rate product. The dividend rate and annual percentage yield may change at our discretion, at any time, as determined by the Credit Union's Board of Directors. Currently, if your daily balance is \$0.00-\$500.00, the dividend rate paid on the entire balance will be 4.89% with an annual percentage yield (APY) of 5.00%. If your daily balance is \$500.01-\$10,000.00, the dividend rate paid on that portion will be 2.96% with an annual percentage yield (APY) of 3.00%. If your daily balance is \$10,000.01-above, the dividend rate paid on the portion of the balance above \$10,000.00 will be 0.01% with an annual percentage yield of 0.01%.

**Compounding and Crediting-** Dividends will compound monthly and be credited to your account every month. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

**Dividend Period-**For this account type, the dividend period is monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last calendar day of the dividend period. The dividend declaration date is the last day of the dividend period.

**Accrual of Dividends-** Dividends will begin to accrue on deposits on the business day that you make the deposit to your account.

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

**Minimum Requirements-** The minimum balance required to open this account is \$25.00. The minimum balance required to avoid a service fee (\$9.00 per month) on this account is \$2,500.00 and/or \$40,000 or more in GFA loans as well as 15 debit card purchases per month and at least (1) direct deposit over \$500.00. You must maintain a minimum daily balance of \$25.00 in your account each day to obtain the disclosed annual percentage yield. This account requires electronic delivery of statements. If you elect to receive paper statements, you will be charged a fee of \$5.00/statement/cycle.

**Daily Balance Computation Method-** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Account Limitations-** Check printing fees may apply as stated in our Fee Schedule.

#### New Start Checking Account

**Rate Information:** This is a non-interest bearing account.

**Minimum Requirements-** The minimum balance required to open this account is \$25.00. There is no minimum balance required to avoid a minimum balance service fee. You will be charged a maintenance service charge of \$10.00 per month. This account requires electronic delivery of statements. If you elect to receive paper statements, you will be charged a fee of \$5.00/statement/cycle.

**Account Limitations-** This account is ineligible from using paper checks or overdraft protection. See Fee Schedule for additional information.

## **ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT**

As a valued member of GFA Federal Credit Union, you can take advantage of our many convenient electronic services. We are providing you with this Electronic Funds transfer (EFT) Disclosure and Agreement, as amended from time to time ("Agreement"), to inform you of the terms and conditions governing the use of our electronic transfer services. This Agreement takes the place of any prior agreements and disclosures governing the use of our electronic services. If you use or allow others to use the electronic services offered by GFA Federal Credit Union, you are agreeing to the terms and conditions of this Agreement. In this Agreement, the term "you" and



“yours(s)” refer to you, the member, and the terms “we,” “us,” “our(s)” refer to the Credit Union.

This Agreement applies if we have given you a plastic card and “PIN” (personal identification number) to access your account and/or you access your account by telephone or through our electronic branch. Here is some basic language you need to know to better understand this Agreement. An EFT occurs whenever you transfer your funds from one of your accounts using an ATM (automated teller machine), a POS (point of sale) terminal such as, for example, at a gas station where you “pay at the pump” or a department store sales counter, by telephone or over the Internet on a personal computer.

## GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

### HOW WE MAY AMEND THIS AGREEMENT

If we need to change the terms and conditions of this Agreement and those changes result in a greater cost or liability to you or reduce any of the electronic services we offer, we will send you written notice explaining the change to the address as it appears on our records. Our written notice will be provided at least thirty (30) days prior to the change unless the change is immediately necessary to protect your account and our systems.

### OUR BUSINESS HOURS

For purposes of this Agreement, our business days and hours are Monday through Friday, from 9:00 AM to 5:00 PM excluding Federal holidays.

### EFT Transaction Limitations for Savings /Clubs/Cash Management Accounts

**Account Limitations-** During any statement cycle, you may not make more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, to another credit union account of yours (including a transaction account) or to a third party by means of a preauthorized or automatic transfer or telephonic or electronic (computer) agreement, order or instruction, or by check, draft, debit card, if applicable, or similar order made by you and payable to a third party. If you exceed these transfer limitations, we may refuse to make that transfer, suspend or close your account, or require you to open additional transaction (checking) accounts and/or assess a fee for each incident as set forth in our Fee schedule

### TYPES OF TRANSFERS/LIMITATIONS

**Online Banking/ Mobile Banking**—You may have 24/7 access to your account(s) by using your computer with Internet access or mobile device using a personal identification number and password to:

- Transfer to and from a cash management/money market accounts.
- Transfers from cash management/money market accounts to and from checking and savings accounts.
- Transfers to and from checking and savings accounts to cash management/money market accounts.
- Transfer funds from checking to checking.
- Transfer funds from checking to statement savings.
- Transfer from statement savings to checking.
- Transfer from statement savings to statement savings.
- Payments from checking to loan accounts with GFA.
- Payments from statement savings to loan accounts with GFA.
- Inter-institution transfers (transfers to other financial institutions from your GFA checking account.) Online banking only.
- Make recurring or single payments from your GFA checking to third parties using our Bill Payment service. There is no limit to the number of payments that may be authorized: however, there is a maximum dollar amount for a single payment made in a 24-hour period (\$500,000.00). Online banking only.

**ATM Transfers**—You may access your account(s) using your GFA ATM or your GFA MasterMoney™ card with your personal identification number, to perform the transactions above as well as:

- Make deposits with cash or checks to cash management, checking and statement savings accounts (not available at all ATM machines).
- Make loan payments with cash or checks (not available at all ATM machines)
- Make cash withdrawals from cash management, checking and statement savings accounts (Standard limit of \$1,025.00 per 24-hour period).

**Remote Deposit Capture (RDC)**—You may electronically transmit a digital image of a paper check to your account by using our remote deposit capture service located within our

online banking system. Once approved for the RDC service, you will be able to:

- Remotely deposit a check into your checking account.
- Remotely deposit a check into your savings account.
- Review daily deposit of items sent via RDC.
- Review a history of items sent via RDC.

Please refer to the Remote Deposit Capture End User Agreement for all terms and conditions of this product.

**Point of Sale Transactions** — You may use your MasterMoney™ card to access your checking account(s) to purchase goods, pay for services, get cash from a merchant, (if merchant permits), or from a participating financial institution.

**Point of Sale Transaction Dollar Limitation** — Standard limit of \$3,000.00 per 24-hour period.

### Your option to Limit Cash Withdrawals

You have the option to limit the amount that can be withdrawn (using your ATM/Debit card or through the use of an electronic branch) from your account to \$50.00 per 24-hour period, or some other amount acceptable to us. If more than one member has been issued an access device to an account, this option may be made available to each member. You may also limit access through an electronic branch to one or more specified accounts.

### High Risk Countries

GFA Federal Credit Union reserves the right to exclude ATM/Debit card use in certain high-risk countries. When traveling abroad, we suggest that you contact us to determine if your card will function in that area.

### CHARGES AND FEES

All charges associated with our electronic fund transactions are disclosed in our Fee Schedule. When you use an ATM that is not owned by the GFA Federal Credit Union, the ATM operator may charge you a fee. You may also be charged a fee for a balance inquiry even if you do not complete a funds transfer or receive cash. A fee will not be imposed for use of an ATM and Debit Card issued by GFA Federal Credit Union when used at an ATM owned by GFA Federal Credit Union.

### WHEN WE MAY DISCLOSE ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make: when necessary to complete a transaction you initiated; to verify the existence and condition of your account to a third party such as a

credit bureau or merchant; to comply with government agency or court orders or other legal process; or with your oral or written permission. Additional information is available by reviewing our Privacy disclosure. If we discover that an unauthorized disclosure has occurred, we must inform you within three (3) days of discovery.

### **ELECTRONIC CHECK CONVERSION (ECK) STATEMENT**

When a check provided as payment is used to initiate an EFT, funds may be withdrawn from your account as soon as the same day payment is made (for POS transactions) or received (for ARC transactions).

In addition, merchants and other payees in electronic check conversion (ECK) transactions may impose a fee for returned items due to insufficient or uncollected funds and must provide you with notice thereof.

### **HOW YOU MUST NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION**

If you believe your ATM Card or Debit Card has been lost or stolen, call us at 1-978-632-2542 so that we may cancel your card. If you have your card but believe someone is using your PIN without permission, please call us immediately at 978-632-2542, so that we can cancel your PIN. If we are closed, please call 1-866-948-3403 to cancel your card.

### **YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

We will send you statements of your transactions. You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case, you will get the statement at least quarterly. Depending on the terminal, merchant or financial institution at the time you make a purchase or obtain cash, you may receive, or you may choose to receive, a receipt. (If the amount of the transaction is \$15.00 or less, you may not get a receipt). You should keep any receipts to compare with your monthly statement from the Credit Union.

### **YOUR RIGHTS IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

If you think your statement or receipt is wrong or if you have questions or need more information about a transfer listed on the statement or receipt, call us during our business hours at the telephone number found at the end of this disclosure or write to us at the address found there.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. To help us investigate your question as quickly as possible, please provide us with:

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

If you give us this information orally, we may require you to put your complaint in writing within ten (10) business days of your oral report. If we ask you to put your complaint or question in writing and we do not receive it within (10) business days, we may not credit your account. We will investigate your complaint or questions and promptly correct any errors. If we take more than ten (10) business days to do this and you have stated your complaint in writing, we will provisionally credit your account for the amount you think is in error. You will have the use of the money during the time it takes us to complete our investigation. We must conclude our investigation no later than forty-five (45) days after we receive your notice of the error. We will mail an explanation of our findings to you no later than three (3) business days after we conclude the investigation. You agree to cooperate with our investigation by promptly responding to our oral or written questions or requests for additional documents.

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

You may inspect or ask for copies of the documents that we used in our investigation. If there was no error, we may impose a reasonable charge for making such reproductions.

### **YOUR RIGHT TO STOP PAYMENT**

You may request us to stop a payment you have previously authorized. To stop payment, call us during our business hours at the telephone number found at the end of this disclosure, or write to us at the address found there, or e-mail us at: [gfa@gfafcu.com](mailto:gfa@gfafcu.com).

To stop a payment, we must receive your notice at least three (3) business days or more before the payment is scheduled to be made. If you call us or tell us orally, we may also require you to put your request in writing at the above address and return the form to us within fourteen (14) calendar days after you call.

Your stop payment notice will apply only to that particular payment. To be certain that a third party does not bill you

again for the payment you previously stopped or to cancel the entire pre-authorized payment arrangement, you must cancel the authorization with the third party (i.e., a merchant, financial institution or insurance company). The standard stop payment fee as stated in our Fee Schedule applies for each stop payment request you place.

### **Additional information required by Massachusetts Law**

Any documentation provided to you, which indicates that an Electronic Fund Transfer was made to another person, shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made. The initiation by you of certain Electronic Fund Transfers from your account will, except as otherwise provided in the Agreement, effectively eliminate your ability to stop payment of the transfer.

### **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

### **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction to or from your account(s) on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some important exceptions. We will NOT be liable, for instance, if: through no fault of ours, you do not have enough money in your account to make the transaction; the transaction would go over the credit limit on your credit line; the ATM or network system was not working properly; circumstances beyond our control (such as fire, flood, power failure, or computer downtime) prevented the transaction, despite reasonable precautions that we have taken; the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction; your ATM and Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly; your ATM and Debit Card or PIN has been reported lost or stolen

and we have blocked the account; or failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account. There may be other exceptions not specifically mentioned above.

### **YOUR PERSONAL IDENTIFICATION NUMBER ("PIN")**

The Credit Union will issue you a PIN for your ATM and Debit Card transactions that require the use of a confidential number. This number should be memorized – DO NOT write it on your ATM or Debit Card. Do not write or keep your PIN where it can be readily accessible, such as in your wallet or purse. After memorizing your PIN you should destroy our notice to you disclosing it. If you forget your PIN, contact the Credit Union and we will issue you a new one.

### **YOUR RESPONSIBILITY FOR TRANSACTIONS**

You are responsible for all transactions you make with an ATM or Debit Card or that you authorize another person to make with the Card. You understand that if you disclose your PIN to anyone, they will have access to all accounts identified by your account number. If the account is a joint account, all transactions involving the account are binding on all account holders.

### **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING AN AUTOMATED TELLER MACHINE (ATM/POS) CARDS OR PIN**

Tell us immediately if you believe your card or your password has been lost or stolen or used without your permission. Calling us at our telephone number is the quickest way of minimizing possible losses. We may ask you to put your report in writing. You can lose no more than \$50.00 if you fail to give us notice of your lost or stolen card or password or if your card is used without your permission.

### **VERIFYING AND RECEIVING DOCUMENTATION ON A DIRECT DEPOSIT**

If you have arranged to have a deposit directly made to your account at least once every sixty (60) days from the same person, company or government agency, you may call us at 800-955-6609; 978-632-2542 or logon into GFA's Online Banking to find out whether or not the deposit has been made.

### **IF YOU CHANGE YOUR ADDRESS**

It is your responsibility to keep us informed of your current mailing and email address to ensure delivery of monthly statements and to ensure receipt of any

correspondence. We are only required to attempt to communicate with you at the most recent address you have provided to us. We may require any notice from you to us be provided in writing. If we attempt to locate you we may impose a service fee as set forth in the fee schedule.

### **WHEN THIS AGREEMENT CAN BE TERMINATED**

You may terminate this Agreement with us at any time. We reserve the right to terminate this Agreement and/or your use of your ATM, Debit Card or PIN with or without cause. We may do so immediately if you or any authorized user of your ATM, Debit Card or PIN breaches this or any other agreement with the Credit Union; we have reason to believe that there has been or might be an unauthorized use of your ATM, Debit Card or PIN; you or any authorized user causes a loss to the credit union or does not keep your obligations, you or any authorized user of your ATM, Debit Card or PIN requests that we do so.

### **WHO IS BOUND BY THIS AGREEMENT**

Each person who signs an application to receive our electronic services agrees to be bound by the terms and conditions of this Agreement and that application. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors. You agree to share this Agreement with other joint applicants. By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement. We are also bound by this Agreement as stated herein.

### **WAIVER OF RIGHTS**

We can delay enforcing any of the provisions under this Agreement or the law any number of times without losing the right to enforce them at a later date.

### **DEBIT CARD BENEFITS**

Please visit the link below to view a brochure of benefits associated with your Debit MasterCard.

[https://www.gfafcu.com/File%20Library/mastercard/GFA\\_Mastercard\\_Debitcard.pdf](https://www.gfafcu.com/File%20Library/mastercard/GFA_Mastercard_Debitcard.pdf)

### **Electronic Delivery of Disclosure Statements The Electronic Fund Transfer Disclosure, Truth in Savings WAIVER OF RIGHTS**

We can delay enforcing any of the provisions under this Agreement or the law any number of times without losing the right to enforce them at a later date. Notices are available to you in hard copy or electronic format; however you consent to electronic delivery of future disclosures. These subsequent disclosures will not be distributed in paper unless you contact us and request a paper version. Upon request, the disclosures will be provided to you in paper format if you send a written request to: Member Resources Center, GFA Federal Credit Union, P.O. Box 468, Gardner, MA 01440 or call us at 978-632-2542.

You may withdraw your consent to receive disclosures electronically. In order to withdraw your consent you must contact us in writing at: Member Resources Center, GFA Federal Credit Union, P.O. Box 468, Gardner, MA 01440 or call us at 978-632-2542.

You consent applies to the Electronic Funds Transfer Disclosure and the Privacy Policy Disclosure. To ensure that we are able to provide you with notices and information from time to time, you must update us with any change in your e-mail address. To do so, please change your email address with online banking or contact us in writing at: Member Resources Center, GFA Federal Credit Union, P.O. Box 468, Gardner, MA 01440 or call us at 978-632-2542. In order to receive the disclosures electronically the following minimum computer hardware and software requirements must be met: IBM compatible or Macintosh personal computer system with internet connectivity; available hard disk drive space of at least 50kb; a computer pointing device, such as a mouse; 128-bit SSL (Secure Socket Layer) – compatible browser; such as Internet Explorer 5.0, or higher; computer monitor capable of displaying Internet Web pages and graphics; graphical user interface operating system, such as Windows 2000 or later, or Mac OS9.

## FEE SCHEDULE

Effective – 8/15/24

### General Service Fees

Abandoned Property	\$50.00
Account Closure*	\$10.00
Loan payment by phone	\$15.00
All Copies	
(any GFA docs, over 1 page)	\$7.50 min
Coin Machine Service (over \$100.00)	5%
Foreign Check Processing (per check)	\$30.00
Inactivity Fee**	\$5.00/mth
Insufficient/Overdraft Paid	\$30.00/item
Insufficient/Overdraft Returned	\$30.00/item
Items Sent for Collection	\$25.00/item
Levy	\$125.00
Money Order	\$5.00
Non-Member Check cashing inc. OTC	\$7.50/check
Official Check	\$7.50
Paper Statement Fee***	\$5.00/cycle
Uncollected Charge	\$30.00/item
Undeliverable Mail - after 90 days	\$10.00/cycle
Research (any) – min \$30.00	\$50.00/hr.
Returned Item – dep or loan	\$15.00/item
Stop Payment	\$30.00/item
Temporary Check	\$3/pg
Transfer OD Protection Fee	\$5.00
Wire - Domestic Incoming	\$15.00
Wire - Domestic Outgoing	\$25.00
Wire - International	\$50.00

### IRA and HSA Accounts

Transfer to Outside Plan	\$30.00
Annual Plan Fee	\$15.00

### Mortgages

Real Estate Loan Payoff	\$25.00
e-Recording Fee	\$5.25
Duplicate Tax Form	\$5.00

### Checking Account Fees

BOLT Monthly Maintenance Fee	\$6.00
Check Printing	Prices based on style
Preferred Choice Monthly	
Maintenance Fee	\$9.00
New Start -Monthly	
Maintenance Fee	\$10.00

### Electronic Services Fees (Online Banking and Bill Payment)

Card Replacement	\$10.00/card
Mailed to alt address	\$15.00
Next Day fed-ex	\$75.00
Non-proprietary ATM	
Transfer/ Withdrawal/Inquiry	\$1.50
Same Day ACH Payment	\$12.95
Next Day Check Payment	\$15.95

### Safe Deposit Box Fees – annual rental

Size:	Fee:
3x5	\$40.00
5x5	\$50.00
3x10	\$60.00
5x10	\$80.00
10x10	\$135.00
Drilling of Box	\$275.00
Key Replacement	\$50.00
Late Payment	\$10.00

\* Within 180 days of opening

\*\* No account activity for 180 days and balance equal to or below \$30.00

\*\*\* Fee is charged only on accounts that require an electronic account statement

FACTS	WHAT DOES GFA FEDERAL CREDIT UNION AND GFA INSURANCE SERVICES, LLC 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>- Social Security number</li> <li>- Account balances</li> <li>- Transaction or loss history</li> <li>- Payment history</li> <li>- Overdraft History</li> <li>- Account information</li> </ul> <p>When you are <i>no longer</i> a member, we continue to share your information as described in this notice.</p>	
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 GFA Federal Credit Union and our affiliate, GFA Insurance Services, LLC, a credit union service organization (CUSO), choose to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does GFA Federal Credit Union/ GFA Insurance Services, LLC Share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes— to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes— information about your transactions and experiences	YES	NO
For our affiliates' everyday business purposes— information about your creditworthiness	NO	We do not share
For non affiliates to market to you	NO	We do not share
Questions?	Call 978-632-2542 or you can go to <a href="http://gfafcu.com">gfafcu.com</a> , or write to us by mail at GFA Federal Credit Union 229 Parker St. Gardner MA, 01440.	



Who We Are	
Who is providing this notice?	GFA Federal Credit Union and GFA Insurance Services, LLC
What We Do	
How does GFA Federal Credit Union and its CUSO protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we restrict access to information to those employees for whom access is appropriate.
How does GFA Federal Credit Union and its CUSO collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>○ Open an account</li> <li>○ Apply for a loan</li> <li>○ Provide account information</li> <li>○ Show your driver's license</li> <li>○ Provide your mortgage information</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <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> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state laws. <sup>1</sup>
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>○ GFA Insurance Services, LLC. is a CUSO of GFA Federal Credit Union.</li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>○ GFA Federal Credit Union and its CUSO does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>○ Our joint marketing partners include credit card companies.</li> </ul>
Other Important Information	
<sup>1</sup> <b>For Massachusetts Members:</b> We will not share personal information with nonaffiliates, either for them to market to you, or for joint marketing, without your authorization.	



**Exhibit A**  
**GFA FEDERAL CREDIT UNION**  
**OVERDRAFT PRIVILEGE POLICY (SERVICE DESCRIPTION)**  
(A Discretionary Overdraft Service)

It is the policy of GFA Federal Credit Union (the Credit Union, "we", "us", or "our" to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

A non-sufficient funds (negative) balance may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) our Fees/Charges; E) the deposit of items which according to our Funds Availability Policy, are treated as not yet "available" or finally paid.

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account has been open at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, (B) You are not in default on any loan obligation to us. (C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and (D) Your account is not the subject of any legal or administrative order or levy, we will consider, without obligation on our part, approving your reasonable overdrafts; as a purely discretionary overdraft "privilege" or "courtesy". This discretionary service will generally be limited to no more than an \$800 overdraft (negative balance for eligible personal and small business checking accounts.) Overdraft Privilege is not a line of credit and does not replace overdraft protection offered by the credit union. Any and all fees and charges, including without limitation our non-sufficient funds/overdraft fees (as set forth in our fee schedules) will be included in this limit and will apply to any transaction that may overdraw your account (see "ELIGIBLE ACCOUNT AND TRANSACTION TYPES").

We may refuse to pay an overdraft for you at any time, even if your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s) that you owe us shall be due and payable upon demand.

If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s).

**LIMITATIONS:** We may limit the number of accounts eligible for Overdraft Privilege Service to one account per household, small business and/or one account per taxpayer ID.

**ELIGIBLE ACCOUNT TYPES:** The account types that are eligible for the Overdraft Privilege Service are any and all personal or small business checking accounts held by a member of legal age.

**ELIGIBLE TRANSACTION TYPES:** Each transaction/item initiated for payment against your checking account(s) may be processed by us using your assigned Overdraft Privilege Service limit, including: Checks, ACH, Electronic Items, ATMs\*, Debit and ATM card transactions\*, Internet/Online transactions including bill payment, and Telephone transactions.

**\*ATM AND POS AUTHORIZATION:** Members must give GFA authorization to pay ATM and one time POS transactions under this program before ATM or POS transactions can be paid using Overdraft Privilege. Members can revoke (opt out) of this authorization at any time.

**OPTIONAL OVERDRAFT PROTECTION SERVICES:** You may apply for overdraft protection from an established line of credit account. If you qualify for this service, you may save money on the fees/charges you pay us for overdraft protection.

**Item Clearing Practices:**

GFA Federal Credit Union will clear checks, as presented, in check number order, lowest to highest. Items that clear through the Automated Clearing House (ACH) will be performed with ACH credits posted first, largest to smallest as presented and then ACH debits, smaller to largest as presented. Automated Teller Machine (ATM) and Point of Sale (POS) transactions are posted in real-time as they occur.

**MEMBER OPT-OUT:** You may choose at any time not to participate in our Overdraft Privilege Service by contacting us at (978)632-2542.

**IF YOU NEED HELP:** Of course, overdrafts should never be used to finance ordinary or routine expenses – and you should not rely on overdrafts to cover these expenses. If at any time you feel you need help with your financial obligations, please contact a Financial Service Associate at (978-632-2542).

**ALWAYS A DISCRETIONARY SERVICE:** Our Overdraft Privilege Service does not constitute an actual or implied agreement between you and us. It does not constitute an actual or implied obligation of ours or by us. This service represents a purely discretionary privilege or courtesy that we may provide to you from time to time and which may be withdrawn or withheld by us at any time; without prior notice or reason or cause.