LEGAL ENTITY BENEFICIAL OWNER INFORMATION - That a business is being operated through a personal account. A business account may be closed or restricted without notice if a review of the account transactions determines a potential risk to the Credit Union. The Credit Union reserves the right to refuse the acceptance of business accounts that may be defined as an MSB. Additionally, a business account may be closed or restricted without notice if a review of the account transactions determines a potential risk to the Credit Union. The Credit Union reserves the right to close or restrict your personal account if it appears that a business is being operated through a personal account.

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, retain, and record information that identifies each person who opens an account in accordance with the USA PATRIOT Act. These requirements must be met by you and all parties associated with any of your business accounts that you now have, or may have in the future. This means that we may ask for your physical and mailing address, date of birth, incorporation date, tax identification number, and other information that will allow us to identify you and your business.

BE ADVISED: ITTHINK Financial Credit Union strictly prohibits Money Service Business (MSB) accounts. The Credit Union reserves the right to refuse the acceptance of business accounts that may be defined as an MSB. Additionally, a business account may be closed or restricted without notice if a review of the account transactions determines a potential risk to the Credit Union. The Credit Union reserves the right to close or restrict your personal account if it appears that a business is being operated through a personal account.

LEGAL ENTITY BENEFICIAL OWNER INFORMATION - Effective May 11, 2016, new government rules require us to verify the identity of the “beneficial owners” of certain “legal entity” members, each time an account is opened. If you are opening an account on behalf of a covered legal entity, we will ask you for identifying information for each beneficial owner. You will be required to provide the appropriate documentation and to certify that this information is true and accurate to the best of your knowledge.

Detailed information about these government rules is available. Taking these few simple steps can make it harder for criminals or terrorists to launder money or otherwise gain anonymous access to the U.S. financial system.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign an application or signature card, apply online for a new or additional account, or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable Federal laws and the laws of the State of Florida (except to the extent that this agreement can and does vary such rules or laws). The body of State and Federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to believe the action alters, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including, and distinguished as “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the person presenting the item (as “dishonor” or “drawn on us”). If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

You authorize us to collect any funds deposited in your account at another bank or financial institution, as acting as a representative of another, and to deduct these charges, without notice to you, from your account. You authorize us to deduct these charges, without notice to you, from your account. You authorize us to deduct these charges, without notice to you, from your account. You authorize us to deduct these charges, without notice to you, from your account. You authorize us to deduct these charges, without notice to you, from your account. You authorize us to deduct these charges, without notice to you, from your account.
If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may such item.

If you have overdraft privilege - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Funds Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the types of overdrafts and non-sufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdraft transaction will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee. If you use our Overdraft Privilege (ODP) and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared) or electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented. If you believe you will not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds availability - Knowing when funds deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability policy disclosure for information on when your deposits are made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when there will be funds available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, and purchases of meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. The amount of the temporary hold is greater than the amount of the purchase at the time the card is authorized. The amount of the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Payment Order of Items - The law permits us to pay items (such as checks or drafts, Automated Clearing House (ACH) and Bill Pay transactions, and Signature Based and/or Personal Identification Number (PIN) Based Point of Sale (POS) Debit Card transactions) drawn on your account in any order. Items may be presented for payment throughout the day from various sources. Our policy is to process these items as they are presented to us. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for Non-Sufficient Funds (NSF). Please refer to a current fee schedule for the amounts of the overdraft and NSF fees. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts, and making ACH and Bill Pay transactions, and Signature Based and/or PIN Based Point of Sale (POS) Debit Card transactions, without sufficient available funds and incurring the resulting fee.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the organization or association to give us a separate written authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

If you are opening a business account, you must provide proper documentation that the account is for business purposes only, and is not included under your personal membership with us.
STOP PAYMENTS - You must make any Stop Payment Order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your Stop Payment Order must precisely identify the number, date and amount of the item, and the name and address of the person who received it. A Stop Payment Order is effective 24 hours from the time of acceptance. A verbal Stop Payment Order may automatically terminate fourteen (14) calendar days from the date of the order, unless confirmed in writing within that period. Unless cancelled or reviewed in writing, a Stop Payment Order is in effect for six (6) months, and will thereafter automatically expire in accordance with UCC§4-403. A Stop Payment Fee may be deducted from your account; please refer to a current fee schedule for the applicable fee amount.

iTHINK Financial Credit Union assumes no liability for any action the Credit Union takes regarding the payment or non-payment of an item as it pertains to a Stop Payment Order. The account holder agrees to pay iTHINK Financial Credit Union for any costs, expenses, including attorney fees and expenses, the Credit Union may incur as a result of honoring a Stop Payment Order through a refusing payment of an item. These requirements pertain to Stop Payment Orders requested verbally, in writing with a “Stop Payment Order” form, or those made electronically via Online Banking. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the Stop Payment Request may be made only by the person who initiated the Stop Payment Order. The Credit Union is not responsible for notifying other business account signers of a Stop Payment Request; that responsibility lies with the person who initiated the Stop Payment Order. Your stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item). These requirements pertain to Stop Payments Orders made verbally, requested in writing with a “Stop Payment Order” form, or those made electronically via Online Banking. Please refer to a Stop Payment Order form, or contact the Credit Union for further details.

• ACH Stop Payment: An Automated Clearing House (ACH) Stop Payment Order is for a specific ACH transaction, and all future transactions from that same ACH Sending Institution. An ACH Stop Payment Order is effective 24 hours from the time of acceptance. A verbal ACH Stop Payment Order may automatically terminate fourteen (14) calendar days from the date of the order, unless confirmed in writing within that period. An ACH Stop Payment Order requested in writing on a signed Stop Payment Order form will be in effect until written cancellation is provided. An ACH Stop Payment to a business account will be in effect for six (6) months unless renewed in writing. A Stop Payment Fee may apply, please refer to a current fee schedule for the applicable fee amount. An ACH Stop Payment Order applies to all debit entries under the same sending institution, unless you list a specific dollar amount. Please contact the Credit Union if an ACH item clears; in most cases a posted ACH transaction can be returned according to National Automated Clearing House Association (NACHA) Rules.

• Official Check Stop Payment: Official Check Stop Payment Orders are governed by the Special Guaranteed Funds Rules. The only accepted reasons for a Stop Payment Order to be placed on an Official Check are for Official Checks considered lost if uncollected after ninety (90) days from the date of issue, in which case a Stop Payment Order must be processed and another Official Check will be reissued with the information provided from the original; or for Official Checks that were unused for the purpose intended, in which case a Stop Payment Order will be processed and the monies refunded to the purchaser’s account. Official Check Stop Payment Orders must be requested in writing on a signed Stop Payment Order form. Verbal stop payments will not be accepted on Official Checks. Official Check Stop Payment Orders will only be accepted in person, by mail or fax, and a Stop Payment Fee may apply. Please refer to a current fee schedule for the applicable fee amount.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. The account holder agrees to pay iTHINK Financial Credit Union for any costs, expenses, including attorney fees and expenses, the Credit Union may incur as a result of honoring a Stop Payment Order through a refusing payment of an item. These requirements pertain to Stop Payment Orders requested verbally, in writing with a “Stop Payment Order” form, or those made electronically via Online Banking. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the Stop Payment Order may be made only by the person who initiated the Stop Payment Order. The Credit Union is not responsible for notifying other business account signers of a Stop Payment Request; that responsibility lies with the person who initiated the Stop Payment Order. Your stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item). These requirements pertain to Stop Payments Orders made verbally, requested in writing with a “Stop Payment Order” form, or those made electronically via Online Banking. Please refer to a Stop Payment Order form, or contact the Credit Union for further details.

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TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. The account holder agrees to pay iTHINK Financial Credit Union for any costs, expenses, including attorney fees and expenses, the Credit Union may incur as a result of honoring a Stop Payment Order through a refusing payment of an item. These requirements pertain to Stop Payment Orders requested verbally, in writing with a “Stop Payment Order” form, or those made electronically via Online Banking. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the Stop Payment Request may be made only by the person who initiated the Stop Payment Order. The Credit Union is not responsible for notifying other business account signers of a Stop Payment Request; that responsibility lies with the person who initiated the Stop Payment Order. Your stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item). These requirements pertain to Stop Payments Orders made verbally, requested in writing with a “Stop Payment Order” form, or those made electronically via Online Banking. Please refer to a Stop Payment Order form, or contact the Credit Union for further details.

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• Official Check Stop Payment: Official Check Stop Payment Orders are governed by the Special Guaranteed Funds Rules. The only accepted reasons for a Stop Payment Order to be placed on an Official Check are for Official Checks considered lost if uncollected after ninety (90) days from the date of issue, in which case a Stop Payment Order must be processed and another Official Check will be reissued with the information provided from the original; or for Official Checks that were unused for the purpose intended, in which case a Stop Payment Order will be processed and the monies refunded to the purchaser’s account. Official Check Stop Payment Orders must be requested in writing on a signed Stop Payment Order form. Verbal stop payments will not be accepted on Official Checks. Official Check Stop Payment Orders will only be accepted in person, by mail or fax, and a Stop Payment Fee may apply. Please refer to a current fee schedule for the applicable fee amount.
Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

ACCOUNT TRANSFER - Your account may not be transferred or assigned without our prior written consent. If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT OF OFFSET FOR REPAYMENT OF INDEBTEDNESS (SECURITY AGREEMENT) - We may (without prior notice and when permitted by law) offset the funds in your business and personal account(s) against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons’ or legal entity’s right to withdraw. If the debt arises from a note or draft, any due and payable debt includes the entire amount of which we are entitled to demand payment under the terms of the note at the time we offset, including any balance the due date for which we properly accelerate under the note.

This right of offset does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debtor’s right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we offset a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of offset.

You understand and acknowledge that if you are in default on a financial obligation to us, Federal Law gives us the right to apply the balance of shares and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.

For further information, please refer to a current loan disclosure and/or credit card agreement.

RESTRICTIVE LEGENDS OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than $1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive endorsement.

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

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, you agree to check a check to multiple payees, or sign checks that require two signatures, we can properly pay the check regardless of the number of endorsements or signatures. Refer to a current fee schedule for the applicable amount. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint. We reserve the right to deny cashing a check greater than $2,000.00 without 24 hour notice.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with current internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner’s name typed or printed on the signature line. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

NOTICE OF NEGATIVE INFORMATION - Federal law requires us to provide the following notice before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about you, if you have not done what you are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may provide negative information to credit bureaus or other reporting agencies about any and all other parties associated with this business account, regarding an insolvency, negative balance, NSF history, or other defaults or negative activity to be reported in your credit report and financial records.

ENDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver’s license number, etc.) must fall within 1 1/8” of the “trailing edge” of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/8” of that edge.
Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MAILING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. To provide you with the best possible service in our ongoing business relationship with your account, we may need to contact you about your account from time to time by telephone, text messaging or email. You authorize us to contact you regarding your account throughout its existence via email, text or phone, including mobile phone, at any numbers or email addresses that you have provided, for any purpose, including but not limited to service, marketing or debt collection.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call or message. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, to the extent you are liable for the loss.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may recover the amount paid by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don’t initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you. You may process changes to your own physical and email addresses and telephone numbers in Online Banking and in our iTHINK Financial Credit Union Mobile Banking App. Please be sure to keep your account records and contact information up to date by providing us with your current residential and mailing address, home and office telephone numbers, and email address. Inaccurate mailing, email or telephone addresses may make it more difficult for us to contact you.

If it is necessary to pay a service fee, and you are unable to pay the fee in the usual manner, we have the right to apply any funds in your account to pay the fee. You may also be charged a fee for any check that you present for payment which is not honored by us, delinquent check fees, and/or checks returned by your bank which are not returned in time for payment. The amount of any such fee will be determined by the current account fees, any changes to these fees, and the circumstances surrounding such fee. Check returns could result in a Returned Mail Fee.
RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, we waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of non-payment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE FUNDS TRANSFERS - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code (UCC) - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the State in which you have your deposit with us. This agreement is also subject to all National Automated Clearing House Association (NACHA) rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us.

Additional information, such as the purpose of the transaction and your identification, may be required by the beneficiary or receiving financial institution. We will not be liable for any transactions or transfers made by any other financial institution as verification, and deliver the Direct Payment form to the Credit Union in person, by mail or fax. Direct Payments are processed within 48 hours of authorization. ACH Transfers are processed within 48 hours of authorization. ACH Transfers scheduled on weekends or holidays will be processed the next business day. You will be liable for any losses incurred as a result of incomplete or incorrect information or insufficient funds. The Credit Union is not obligated to notify you in the event an ACH Transfer was not completed, nor will the Credit Union reinitiate the transaction or be liable for any fees or charges assessed by another financial institution or from any other company. Cancellations or changes to an ACH Transfer Agreement must be in writing five (5) business days prior to the transaction. You may be charged an ACH Transfer Fee to process your transaction. Please refer to a current fee schedule for the applicable fee amount.

**Direct Payment (ACH Debit Origination)** - A Direct Payment is a one time only debit/transfer of up to $5,000.00 from your iTHINK Financial Credit Union account into another financial institution's account. To authorize the Credit Union to initiate a debit entry to another financial institution in accordance with the provisions of U. S. law, you must sign and complete an ACH Transfer Agreement, provide a copy of a voided check or deposit slip from the other financial institution as verification, and deliver the ACH Transfer Agreement to the Credit Union in person, by mail or fax. ACH Transfers are processed within 48 hours of authorization. ACH Transfers scheduled on weekends or holidays will be processed the next business day. You will be liable for any losses incurred as a result of incomplete or incorrect information or insufficient funds. The Credit Union is not obligated to notify you in the event an ACH Transfer was not completed, nor will the Credit Union reinitiate the transaction or be liable for any fees or charges assessed by another financial institution or from any other company. Cancellations or changes to an ACH Transfer Agreement must be in writing five (5) business days prior to the transaction. You may be charged a Direct Payment Fee to process your transaction. Please refer to a current fee schedule for the applicable fee amount.

**Payment By Telephone** (ACH Debit Origination) - A Payment By Telephone is a one time only credit/deposit of up to $5,000.00 into your iTHINK Financial Credit Union account from another financial institution’s account. To initiate a debit entry for a Payment By Telephone transaction from another financial institution in accordance with the provisions of U. S. law, you must contact the Credit Union by telephone to provide your oral authorization. Upon successful completion of your Payment By Telephone, you will receive a written confirmation by mail or fax. Payments By Telephone are processed within 24 hours of your authorization, or on the date that you requested. Payments By Telephone scheduled on weekends or holidays will be processed the next business day. You will be liable for any losses incurred as a result of incomplete or incorrect information or insufficient funds at the other financial institution. The Credit Union is not obligated to notify you in the event a Payment By Telephone was not completed, nor will the Credit Union reinitiate the transaction or be liable for any fees or charges assessed by another financial institution or from any other company. Cancellations or changes to a Payment By Telephone must be in writing at least one (1) business day prior to the transaction. You may be charged a Payment By Telephone Fee to process your transaction. Please refer to a current fee schedule for the applicable fee amount.

**Funds transfer** - A funds transfer is the transaction or series of transactions that began with the payment, transfer, or withdrawal of money which is the subject of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary’s bank of a payment order for the benefit of the beneficiary of the originator’s order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized account** - An authorized account is a deposit or share account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to you if you instruct any other financial institution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges assessed by us in the performance of our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary’s bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary’s bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order in your name as authorized may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose one or more security procedures that are commercially reasonable for your security level. If you do not choose a security procedure, you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and as a result the payment order was not honored, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely on the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.
Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancelation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the National Automated Clearing House Association (NACHA) operating rules that provide that payments made to you or originated by you by funds transfer through the Automated Clearing House (ACH) system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancelation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancelation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancelation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts with a third party, outside agencies, or non-salaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 60 days of our notice to you.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

OVERDRAFT PROTECTION - You may elect to have Overdraft Protection for your checking account, to pay Automated Clearing House (ACH), bill pay, check, Debit card and other items that may be returned if there are insufficient funds available in your business account. The sources eligible for overdraft are Savings and Credit Card. Checking and Money Market accounts are generally prohibited as overdraft sources. Use of the Overdraft Protection service may result in an overdraft transfer fee. Please refer to a current fee schedule for the applicable fee amount. Additional fees, such as finance charges, may apply when using your Credit Card loan as your overdraft source. For details, please refer to a current loan disclosure. Contact the Credit Union for more information, and to register for Overdraft Protection.

OVERDRAFT PRIVILEGE - The Overdraft Privilege (ODP) program is an additional service only offered to certain qualified Business Members. Please refer to the separate Overdraft Agreement for the fees, terms and conditions that may apply.

SAFE DEPOSIT BOX - Certain Credit Union Branch locations have Safe Deposit Boxes available for rent, which are subject to the terms and conditions under a separate Safe Deposit Box Rental Agreement. Please refer to a current agreement and fee schedule for the applicable fees, terms, penalties and conditions. Be advised: iTHINK Financial Credit Union Safe Deposit Boxes and their contents are not insured by the National Credit Union Association (NCUA), or under the Credit Union’s property insurance. You will need to purchase your own insurance policy, if the contents in your Credit Union Safe Deposit Box are not already covered under your own insurance policy.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all accounts.

Our policy is to make cash, electronic deposits, Treasury Checks, Official/Cashier’s Checks, Federal, State and Local Government Checks and US Postal Money Orders available to you on the business day we receive your deposit. For other check deposits, the first $500 will be available to you on the day we receive your deposit; the balance greater than $500 up to $5,525 will be available on the 2nd business day after you receive your deposit and the excess over $5,525 will be available on the 5th business day after the day of your deposit. Check holds may be reduced by the amount of available funds in your existing deposit accounts. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written, and any Automated Clearing House (ACH), Automated Teller Machine (ATM), Bill Pay, and signature and/or PIN based Debit Card, transactions.

If we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your Teller and Automated Teller Machine (ATM) deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 12:00 P.M. 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 at an ATM after 12:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, 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 bank, 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.

If we process an Automated Clearing House (ACH) transaction, or a Signature Based and/or a Personal Identification Number (PIN) Based Point of Sale (POS) Debit Card transaction, for you, we may withhold the availability of a corresponding amount of funds that are already in your account for a maximum of three (3) business days from the time of the authorization approval, or until the subsequent ACH or Signature Based and/or a PIN Based POS Debit Card transaction posts to your account, whichever comes first.

LONGER DELAYS MAY APPLY

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

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than $5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from deposits of cash, wire transfers and the first $5,525 of a day’s total deposits of Treasury Checks, Official/Cashier’s Checks, Federal, State and Local Government Checks and US Postal Money Orders will be available on the
business day we receive your deposit. The excess over $5,525 will be available on the 7th business day after the day of your deposit.

For other check deposits, the first $225 will be available on the first business day after the day of your deposit. The balance up to $5,525 will be available on the 5th business day after the day of your deposit and the excess over $5,525 will be available on the 7th business day after the day of your deposit.

Telephone Banking Transfers - types of transfers - You may access your account by telephone 24 hours a day at (561) 266-2100, (800) 888-3900 or (770) 429-6520 in Atlanta using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds between checking and savings accounts with us
- make payments from checking or savings to loan accounts with us
- transfer funds advances from credit card loans to checking or savings accounts with us
- get information about the account balance of checking, savings and loan accounts with us

Other transactions are available.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your Debit Card and personal identification number, to:

- make deposits to checking or savings account(s) with us
- get cash withdrawals from checking or savings account(s) with us
- you may not exceed the amount available in your checking or savings account(s); ATM transactions are not eligible for overdrafts.
- you may withdraw no more than the daily withdrawal limit of up to $400.00 aggregate per business day.
- you may incur a Non-Credit Union ATM Transaction Fee, if the ATM owner is not part of our surcharge free network. Refer to a current fee schedule for the applicable fee amount.

Some of these services may not be available at all terminals.

PIN Based Point of Sale (POS) Debit Card Transactions - dollar limitations - Using your Debit Card:

- you may not exceed the aggregate daily limit of up to $400.00 in PIN Based Point of Sale (POS) transactions per business day.
- if the authorization for your transaction exceeds the amount available in your savings or checking account(s), an overdraft transfer may occur if funds are available from your overdraft source. Refer to a current fee schedule for the applicable fee amount.

Types of Signature Based Debit Card Transactions - You may sign and access your savings or checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash back from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. We encourage you to make careful records of your Debit Card PIN Based Point of Sale (POS) transactions and practice good account management. This will help you to avoid returned checks or drafts due to insufficient funds (NSF) and incurring the resulting fees. Abuse of these privileges may result in the closure or restriction of your Debit Card without notice, and the assessment of any and all penalties and/or fees. Refer to a current fee schedule for the applicable fee amounts.

Signature Based Debit Card Transactions - dollar limitations - Using your Debit Card:

- you may not exceed the aggregate daily limit of up to $2,000.00 in Signature Based transactions per business day.
- if the authorization for your transaction exceeds the amount available in your savings or checking account(s), an overdraft transfer may occur if funds are available from your overdraft source. Refer to a current fee schedule for the applicable fee amounts.

If you make a Signature Based transaction, we may withhold the availability of a corresponding amount of funds that are already in your account for a maximum of three (3) business days from the time of the authorization approval, or until the subsequent transaction posts to your account, whichever comes first.

Currency Conversion and International Transactions. Purchases and withdrawals made with your Debit Card in foreign countries and foreign currencies will be posted to your account in U.S. Dollars. The conversion exchange rate between the transaction currency and the billing currency used for processing international transactions to U.S. Dollars will be from a range of rates which may vary selected by Visa USA from the wholesale currency market rate or the government-mandated rate in effect for the applicable Central Processing Date (CPD), in each instance, plus or minus any adjustment determined by the operator as a Visa issuer. A Visa International Service Assessment (ISA) Fee will be billed to you separately as the Foreign Currency Conversion Fee on all cross-border transactions. This supports the implementation of the International Service Assessment (ISA) Fee for international transactions. Please refer to a current fee schedule for the applicable fee amount.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Online/Mobile Banking - You may access your account(s) electronically by using a computer or mobile device through the Internet by logging into our website at www.ithinkfi.org or our ITHINK Financial Credit Union mobile banking app and using your online banking username and password to:

- transfer funds between checking and savings account(s) with us
- transfer funds advances from credit card loans to checking or savings account(s)
- make payments from checking or savings accounts to loan account(s) with us
- make payments from checking or savings accounts to third parties
- get information about account balances of checking, savings or loan account(s) with us.

Other transactions are available. Please refer to the specific Online/Mobile Banking User Agreement and our Business Fee Schedule at www.ithinkfi.org.

ATM Operator/Network Fees. When you use your Debit Card at an Automated Teller Machine (ATM) not owned by us, you may be charged a fee by the ATM operator for any network use, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A Non-Credit Union ATM Transaction Fee may also apply. Please refer to a current fee schedule for the applicable fee amount.

ATM Surcharge/Convenience Fees. When you use a Debit Card not issued by us at an Automated Teller Machine (ATM) owned and operated by ITHINK Financial Credit Union you may be subject to a network usage fee.

DOCUMENTATION

- Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an Automated Teller Machine (ATM). However, you may not get a receipt if the amount of the transfer is $15.00 or less.

SPECIFIC ACCOUNT DETAILS

BUSINESS SAVINGS ACCOUNT - S2

Effective November 1, 2019, S2 Business Savings accounts are no longer available.

Rate Information - The dividend rate and Annual Percentage Yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend period - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

Minimum balance requirements - No minimum balance requirements apply to this account.

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.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

Transaction limitations - No transaction limitations apply to this account unless otherwise stated in the Common Features section.

BUSINESS SAVINGS ACCOUNT - S4

Rate Information - The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.
**SIMPLIFIED EMPLOYEE PENSION (SEP) INDIVIDUAL RETIREMENT ACCOUNT (IRA) - S21**

**Rate Information** - The dividend rate and Annual Percentage Yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Minimum balance requirements** - The minimum balance required to open this account is $100.00.

**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.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction limitations** - No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**MONEY MARKET ACCOUNT - S30**

Effective November 1, 2019, S30 Money Market accounts are no longer available.

**Rate Information** - The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements** - The minimum balance required to open this account is $500.00. You must maintain a minimum daily balance of $500.00 in your account to avoid a Monthly Minimum Balance Violation Fee. If, during any month, your account balance falls below the required minimum daily balance, your account may be subject to a Monthly Minimum Balance Violation Fee for that month. Please refer to a current fee schedule for the applicable fee amount. Your repeated failure to maintain the required minimum daily balance in your account may result in the closure of your Money Market account, which would then be replaced with a standard checking account.

**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.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction limitations** - During any statement cycle, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, electronic transfer, telephonic order or instruction, or by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, you may be subject to an Excess Transaction Fee per each violation, and your account may be subject to closure by the credit union. Please refer to a current fee schedule for the applicable fee amount. Additional transaction limitations may apply to this account, as stated in the Common Features section.

**BUSINESS MONEY MARKET ACCOUNT - S32**

**Rate Information** - The dividend rate and Annual Percentage Yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements** - The minimum balance required to open this account is $500.00. You must maintain a minimum daily balance of $500.00 in your account to avoid a Monthly Minimum Balance Violation Fee. If, during any month, your account balance falls below the required minimum daily balance, your account may be subject to a Monthly Minimum Balance Violation Fee for that month. Please refer to a current fee schedule for the applicable fee amount. Your repeated failure to maintain the required minimum daily balance in your account may result in the closure of your Business Money Market account, which would then be replaced with a standard Business Checking account.

**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.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction limitations** - During any statement cycle, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, electronic transfer, telephonic order or instruction, or by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, you may be subject to an Excess Transaction Fee per each violation, and your account may be subject to closure by the credit union. Please refer to a current fee schedule for the applicable fee amount.

**BUSINESS CHECKING - S56**

Effective June 1, 2005, S56 Business Checking accounts are no longer available.

**Rate information** - Dividends are not paid on this account.

**Minimum balance requirements and common features:**
- The minimum balance required to open this account is $500.00.
- You must maintain a minimum daily balance of $2,000.00 in your account to avoid a Monthly Minimum Balance Violation Fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a Monthly Service Fee for that month. Please refer to a current fee schedule for the applicable fee amount. Your repeated failure to maintain the required minimum daily balance in your account may result in the closure of your Business Checking account.

**Transaction limitations** - No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**SMALL BUSINESS CHECKING ACCOUNT - S57**

**Rate information** - Dividends are not paid on this account.

**Minimum balance requirements and common features:**
- The minimum balance required to open this account is $500.00.
- A minimum daily balance is not required, no minimum balance fees apply.
- Certain per item transaction fees may apply. Please refer to a current fee schedule for the applicable fee amounts and descriptions.

**Transaction limitations** - No transaction limitations apply to this account unless otherwise stated in the Common Features section.
amounts. Additional transaction limitations may also apply to this account, as stated in the Common Features section.

**MONEY MARKET MAXIMUM (MAX) ACCOUNT - S31**

Money Market Maximum (MAX) account - S31 is no longer offered as a business account.

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

The minimum balance required to open this account is $500.00. You must maintain a minimum daily balance of $500.00 in your account to avoid a Monthly Minimum Balance Violation Fee. If, during any month, your account balance falls below the required minimum daily balance, your account may be subject to a Monthly Minimum Balance Violation Fee for that month. Please refer to a current fee schedule for the applicable fee amount. Your repeated failure to maintain the required minimum daily balance in your account may result in the closure of your Money Market Max account, which would then be replaced with a standard checking account.

**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.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any statement cycle, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, you may be subject to an Excess Transaction Fee per each violation, and your account may be subject to closure by the credit union. Please refer to a current fee schedule for the applicable fee amounts. Additional transaction limitations may also apply to this account, as stated in the Common Features section.

**SHARE CERTIFICATE**

**Rate Information** - See accompanying rate disclosure. You will be paid this rate until first maturity.

**Compounding frequency** - Unless otherwise paid, dividends will be compounded every month.

**Crediting frequency** - You may choose to have dividends credited monthly, quarterly, semiannually, annually or at maturity. Alternatively, you may choose to have dividends paid to you or to another account monthly, quarterly, semiannually, or annually rather than credited to this account. If your certificate term is more than one (1) year until maturity, your dividends must be paid at least annually.

**Dividend period** - For this account, the dividend period varies. Your dividend period may be monthly, quarterly, semiannually, or annually.

**Minimum balance requirements:**

The minimum balance required to open this account is $1,000.00. You must maintain the minimum balance in this account daily to earn the disclosed Annual Percentage Yield (APY).

**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.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

After the account is opened, you may not make additions into the account until the maturity date stated on the account. Partial withdrawals of principal, $500.00 or more, plus any accrued dividends on the amount withdrawn, will be allowed from share certificates. A penalty may be imposed on the amount of the withdrawal. See penalty disclosure for specific penalty details based on terms. The withdrawal amount cannot take the certificate below the minimum amount required to establish the certificate at opening or renewal.

You may also be subject to a Dormant Account Fee if no Member-initiated monetary transactions have occurred within the past twelve (12) months (one (1) year), and an Abandoned Account Fee if no Member-initiated monetary transactions have occurred within the past sixty (60) months (five (5) years).

Dividends and fees do not count towards the monetary transactions required to keep an account active; qualifying transactions must be initiated by the Member. Please refer to a current fee schedule for the applicable fee amounts.

**Time requirements** - The maturity date on your account will depend on the term of the account. See the accompanying rate disclosure for time requirements.

**Early withdrawal penalties** (a substantial penalty may be imposed for withdrawals before maturity) -

All requests for early and partial withdrawals must be in writing. Penalties on early or partial withdrawals are calculated as a forfeiture of all or part of the dividends that have been, or would have been, earned on a certificate, and apply whether or not a dividend has been earned. If the certificate has not yet earned sufficient dividends, or if the dividends have already been paid, the penalty may be deducted from the principal.

- If your account has an original maturity of twelve (12) months or less from the date of purchase or renewal:
  - The penalty on all early and partial withdrawals is equal to ninety (90) days’ dividends, whether earned or not, which may be subtracted from the principal.
  - If your account has an original maturity of more than twelve (12) to thirty-six (36) months from the date of purchase or renewal:
    - The penalty on all early and partial withdrawals is equal to one hundred and eighty (180) days’ dividends, whether earned or not, which may be subtracted from the principal amount.
  - If your account has an original maturity of more than thirty-six (36) months from the date of purchase or renewal:
    - The penalty on all early and partial withdrawals is equal to three hundred sixty-five (365) days’ dividends, whether earned or not, which may be subtracted from the principal amount.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an Individual Retirement Account (IRA) or other tax-deferred savings plan.

For any account which earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate an early or partial withdrawal penalty will be the dividend rate in effect at the time of the withdrawal. The penalty on partial or early withdrawals will be assessed based upon the portion of the principal that is withdrawn.

- Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

At maturity, if your certificate term is no longer available, or your certificate account type is no longer offered, your certificate will renew at the shortest term available, or the funds may be deposited in your Savings account, unless we receive written instructions from you. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of seven (7) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**PREMIUM SHARE CERTIFICATE**

**Rate Information** - See accompanying rate disclosure. You will be paid this rate until first maturity.

**Compounding frequency** - Unless otherwise paid, dividends will be compounded every day.

**Crediting frequency** - You may choose to have dividends credited monthly, quarterly, semiannually, annually or at maturity. Alternatively, you may choose to have dividends paid to you or to another account monthly, quarterly, semiannually, or annually rather than credited to this account. If your certificate term is more than one (1) year until maturity, your dividends must be paid at least annually.

**Dividend period** - For this account, the dividend period varies. Your dividend period may be monthly, quarterly, semiannually, or annually.

**Minimum balance requirements:**

The minimum balance required to open this account is $25,000.00. You must maintain the minimum balance in this account daily to earn the disclosed Annual Percentage Yield (APY).

**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.
You will have a grace period of seven (7) calendar days after maturity to receive written instructions from you.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

Transaction limitations: After the account is opened, you may not make additions into the account until the maturity date stated on the account.

Partial withdrawals of principal, $500.00 or more, plus any accrued dividends on the amount withdrawn, will be allowed from share certificates. A penalty may be imposed on the amount of the withdrawal. See penalty disclosure for specific penalty details based on terms. The withdrawal amount cannot take the certificate below the minimum amount required to establish the certificate at opening or renewal.

You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

You may be subject to an annual Certificate Account Administration Fee, to assist in offsetting the costs the Credit Union incurs in maintaining your account. You may also be subject to a Dormant Account Fee if no Member-initiated monetary transactions have occurred within the past twelve (12) months (one (1) year), and an Abandoned Account Fee if no Member-initiated monetary transactions have occurred within the past sixty (60) months (five (5) years). Dividends and fees do not count towards the monetary transactions required to keep an account active; qualifying transactions must be initiated by the Member. Please refer to a current fee schedule for the applicable fee amounts.

Time requirements - The maturity date on your account will depend on the term of the account. See the accompanying rate disclosure for time requirements.

Early withdrawal penalties (a substantial penalty may be imposed for withdrawals before maturity) - All requests for early and partial withdrawals must be in writing. Penalties on early or partial withdrawals are calculated as a forfeiture of all or part of the dividends that have been, or would have been, earned on a certificate, and apply whether or not a dividend has been earned. If the certificate has not yet earned sufficient dividends, or if the dividends have already been paid, the penalty may be deducted from the principal.

• If your account has an original maturity of twelve (12) months or less from the date of purchase or renewal:
  The penalty on early and partial withdrawals is equal to ninety (90) days’ dividends, whether earned or not, which may be subtracted from the principal amount.

• If your account has an original maturity of more than twelve (12) to thirty-six (36) months from the date of purchase or renewal:
  The penalty on early and partial withdrawals is equal to one hundred and eighty (180) days’ dividends, whether earned or not, which may be subtracted from the principal amount.

• If your account has an original maturity of more than thirty six (36) months from the date of purchase or renewal:
  The penalty on early and partial withdrawals is equal to three hundred and sixty-five (365) days’ dividends, whether earned or not, which may be subtracted from the principal amount.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an Individual Retirement Account (IRA) or other tax-deferred savings plan. For any account which earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate this early withdrawal penalty will be the dividend rate in effect at the time of the withdrawal. The penalty on partial early withdrawals will be assessed based upon the portion of the principal that is withdrawn.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

At maturity, if your certificate term is no longer available, or your certificate account type is no longer offered, your certificate will renew at the shortest term available, or the funds may be deposited in your Savings account, unless we receive written instructions from you.

You will have a grace period of seven (7) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.