

HRCU Out-Reach24/7 Online Account Access Agreement for Use

The HRCU Out-Reach 24/7 Online Account Access and Online Bill Pay Disclosure Statement define a member's responsibility and obligations when utilizing the product and system, as well as the responsibilities and obligations of the credit union. **By clicking 'Agree' you are acknowledging the disclosure statement and agreement and agree to be bound by its terms and conditions.**

I acknowledge and agree to the following terms and conditions of HRCUs Out-Reach 24/7 Online Account System:

- I am responsible for all transactions I perform within my individual account including transfers to any other account and payments I have selected to be made through the Out-Reach 24/7 or Online Bill Pay product.
- I am responsible for the confidentiality of my User ID and account access code.
 - I acknowledge that all login information associated with Hidden River Credit Union Outreach 24/7 electronic Systems, which includes but is not limited to, Outreach 24/7 Online Account System, Online Bill Pay, Mobile access, and Audio access, is my sole responsibility. As the creator and owner of the required login credentials, I understand it is my responsibility to keep the information confidential.
 - I acknowledge my PC, laptop, or any other Internet enabled device must be kept free of any malicious software. I also understand using devices (laptops, smart phones, tablets, etc...) on public wireless networks put my login credentials at direct risk to be compromised.
 - I further understand if I provide the login credentials to any other person, I will be held responsible for any transactions the person performs while logged into my account. I also acknowledge Hidden River Credit Union strongly advises me NOT to give this information to anyone other than myself.
- I acknowledge that it is my responsibility to notify HRCU immediately at:
Hidden River Credit Union
60 Westwood Road
Pottsville, PA 17901-1834
(570) 622-3399
- I acknowledge monetary transactions will only be completed if funds are available in the account.

I acknowledge and agree to the following terms and conditions of HRCUs Out-Reach 24/7 Online Bill Pay:

- A credit union share draft checking account is required to utilize Online Bill Pay;
- All payments scheduled using Online Bill Pay will be automatically debited from my share draft checking account on the date scheduled.
- Payments must be scheduled for payment during normal business days (Monday to Friday) and that holidays and non credit union operating days are not included.
- To ensure payment is made within a timely basis the credit union recommends you provide a grace period of five (5) business days before payment is due.
- The maximum amount payable to any single payee in one payment is \$2,500.
- The minimum amount payable to any single payee in one payment is \$1.00.
- Payments to the following are strictly prohibited: Court Ordered Payments, Government Payments, Tax Payments, and Payments outside of the US.
- Payments that are being processed or have been processed cannot be canceled or stopped; please contact the credit union and a fee may apply.
- HRCU reserves the right to discontinue or restrict automated transactions (transactions initiated utilizing Out-Reach 24/7 products) without prior notice.
- HRCU reserves the right to discontinue, amend, change, etc... Out-Reach 24/7 Online Systems without prior notice.
- This agreement may be terminated at any time by providing written notice.
- Amendments to this agreement may be provided in accordance with applicable laws without reinstatement of the terms above.
- All disclosures and conditions associated with all other share and loan accounts are incorporated within this agreement.
- This agreement is subject to change with proper notification prior to the effective date of the change as provided by law or regulation.

Hidden River Credit Union

Mobile & related applications (PayPal®) Text Communications, and Wireless Application Protocol (WAP) Disclosure

This disclosure serves as a supplement to and operates in conjunction with the terms and conditions set forth in the credit union's Account Agreement, Out-Reach 24/7 Online Account Access Agreement for Use, the terms and conditions of Out-Reach 24/7 Online Bill Pay, the Online Security Statement, Out-Reach 24/7 Online System Browser Disclosure, Electronic Funds Transfers Agreement and disclosure, Truth in Savings Policy, Funds Availability Policy, Privacy Policy Notice.

HRCU Out-Reach 24/7 Mobile applies to Hidden River Credit Union products and services that are utilized using hand held devices such as cell phones, smart phones, Wi-Fi enabled tablets, or other device that is categorized as a "mobile device". Out-Reach 24/7 Mobile includes, but is not limited to, the following related services: Text Communications (SMS/Mobile Text), and Wireless Application Protocol (WAP), and PayPal®

transfers. Hidden River Credit Union reserves the right to add, delete, amend, or fee products and services associated with HRCU Out-Reach 24/7 Mobile without prior notice. Furthermore HRCU reserves the right to terminate services without prior notice.

The Following mobile features are available:

- HRCU Out-Reach 24/7 Mobile:
 - Transfer to any account (within the credit union)
 - Account Inquiries
 - Bill Pay
- WAP:
 - Account Inquiries
- Text Communication:
 - Account Inquiries

As an Out-Reach 24/7 user I acknowledge and agree to the following terms and conditions as it applies to HRCU's Out-Reach 24/7 Mobile, Text Communications, Wireless Application Protocol (WAP), and Remote Deposit Capture (RDC) Disclosure

- I am responsible for all transactions I perform within my individual account including transfers to any other account (within the credit union) and payments I have selected to be made through HRCU's Out-Reach 24/7 Mobile, Text Communications, and Wireless Application Protocol (WAP) Disclosure
- I am responsible for the confidentiality and security of my User ID and Account Access Code (Password).
 - I acknowledge that all login information associated with HRCU Out-Reach 24/7 Mobile, WAP, and Text Communications access is my sole responsibility. As the creator and owner of the required login credentials, I understand it is my responsibility to keep the information confidential.
 - I acknowledge my smart phone, tablet, or any other mobile Internet enabled device must be kept free of any malicious software. I also understand using mobile devices on public wireless networks may put my login credentials at direct risk of compromise.
 - I further understand if I provide the login credentials to any other person, I will be held responsible for any transactions that person performs while logged into my account. Hidden River Credit Union expressly advises against providing my User ID and Account Access Code (Password) to anyone who I do not wish to have access to my account.
- I acknowledge that it is my responsibility to notify HRCU immediately, at the address below, if my logon credentials are lost, stolen, or compromised:

Hidden River Credit Union
60 Westwood Road
Pottsville, PA 17901-1834
(570) 622-3399
- I acknowledge monetary transactions will only be completed if funds are available in the account.
- I acknowledge that I am subject to the terms and conditions of my mobile service carrier/provider and that all fees, limitations, or restrictions, imposed by my mobile service carrier/provider, may apply or impact usage. Furthermore, I acknowledge that I am responsible for the fees, limitations, and restrictions associated with the terms and conditions of my mobile services carrier/provider.
- I acknowledge that I will not modify, copy, reverse engineer, or tamper with the software in any way, and is to be solely used for HRCU's Out-Reach 24/7 Mobile, WAP, and Text Communications.
- I acknowledge that HRCU may send me text messages, emails, or other methods of communication, in regard to the credit union's HRCU Out-Reach 24/7 Mobile, WAP, and Text Communications
- I acknowledge that I will not use HRCU's HRCU Out-Reach 24/7 Mobile, WAP, and Text Communications in any embargoed or sanctioned country, such as: Cuba, Iran, North Korea, Sudan, Syria, etc.
- I acknowledge that fees charged by the credit union, associated with HRCU Out-Reach 24/7 Mobile, PayPal®, WAP, Text Communications Disclosure can be found on the credit union's schedule of fees and charges. A digital version of the schedule of fees and charges can be found on the credit union's website.
- I acknowledge that HRCU's Out-Reach 24/7 Mobile, WAP, and Text Communications Disclosure is not supported by Windows or Blackberry powered Smart phones, Wi-Fi enable tablets, or other device that is categorized as a "mobile device";
 - Apple produced Smart phones, Wi-Fi enable tablets, or other device that is categorized as a "mobile device" must run on IOS 4.3 or higher;
 - Android powered Smart phones, Wi-Fi enabled tablets, or other device that is categorized as a "mobile device" must run on Gingerbread or higher;
- **Remote Deposit Capture (RDC):**
 - I acknowledge to be eligible for RDC I must be a member in good standing and have a checking account open for a minimum of 60 days.
 - I acknowledge that when depositing a check utilizing RDC the check image must be clear, legible and free from alterations.
 - I acknowledge that I may not deposit checks that are incomplete or post dated.
 - I acknowledge that I may not deposit Non-negotiable items, US Savings Bonds, Money Orders, or Cash.

- I acknowledge when using RDC I cannot redeposit a check through RDC or at a physical branch.
- I acknowledge that while utilizing RDC I may only deposit checks made payable to no one other than myself.
- I acknowledge I may not deposit "post dated" or "stale dated" checks.
- I acknowledge I may not deposit checks drawn on the same account in which they are being deposited.
- I acknowledge that HRCU reserves the right to rescind access to RDC at anytime.
- I acknowledge the following terms for RDC:
 - I must be a member in good standing for over 30 days;
 - I must have a share draft checking account;
 - I must be enrolled in Out-Reach 24/7 Online and Mobile Account Access
 - Checks under \$200 will not have a hold placed on them;
 - Checks exceeding \$200 will have the first \$200 released and a four (4) business day hold placed on the remaining balance;
 - RDC has a daily limit of \$2,500;
 - RDC has a \$15,000 rolling 30 day limit
- I acknowledge HRCU may rescind a members access to RDC for the following reasons:
 - Negative account balance over 30 days
 - Delinquent loan 15 days or more
 - Share negative 15 days or more
 - Attempting to resubmit previously deposited checks
 - Negative ChexSystems report
 - Overdraft Advance was rescinded
 - Cash in/Cash out accounts
 - Charged off loan
 - High Risk accounts
 - Inmate accounts
 - Fraud
 - Kiting
 - HRCU reserves the right to rescind access to RDC at anytime without explanation
- I acknowledge HRCU does not charge a fee for RDC services
- I acknowledge the types of checks accepted:
 - Personal Checks
 - Payroll Checks
 - Cashier/Teller Check
 - Government Checks
 - Insurance Checks
- I acknowledge the types of checks not accepted:
 - Third Party Checks; checks payable to any person or entity other than the member
 - Post-dated Checks
 - Checks not payable in US currency
 - Altered Checks
 - IRA and Share Certificate Deposits
 - Money Orders
 - Travelers Checks
- **PayPal®**
 - I must agree to the terms and conditions of PayPal® and that Hidden River Credit Union cannot be held responsible for a breach of PayPal's® terms and conditions, on the users behalf, or errors, fees, limitations, or restrictions imposed by PayPal®.
 - Payees must have a PayPal® account to receive the funds I send when utilizing the PayPal® feature within HRCU's mobile app.
 - I acknowledge the following allowances/restrictions while using HRCU's PayPal® feature within HRCU's mobile app.
 - HRCU's PayPal® service has a daily limit of \$5,000.
 - HRCU's PayPal® service has a monthly limit of \$10,000.
 - HRCU's PayPal® service has a single per transaction limit of \$2,500.

HRCU Online Security Statement

HRCU is committed to ensuring member's online security. HRCU employs four critical safeguards:

- 1) **Encryption:** Member originated transactions and personal information is secured by what is known as encryption. Encryption is software that utilizes sophisticated logarithms to convert information into code, readable only to authorized users.
- 2) **Password Protection:** User security and privacy are ensured by utilizing and safeguarding a confidential User ID that is created and known only to the user whom created it.

- 3) **Multi-Factor Authentication:** Is an additional layer of security added to validate the credentials of the user and their computer. Multi-Factor Authentication utilizes a rotation of three (3) challenge questions, chosen by the user, to validate the users authenticity.
- 4) **Watermark:** Users when logging on initially will select a watermark. A watermark is simply a picture that appears on the user's login page every time the user is logged in. The watermark will be present on every page while logged in, in order to avoid phishing scams.

Out-Reach 24/7 Online System Browser Disclosure

HRCU supports the current and prior major releases of Internet Explorer, Firefox, Safari, and Google Chrome. When a new version is announced as Release to Web (RTW), support will cease on the third-oldest major version.

(Exception) Internet Explorer 8 will be supported on a "best effort" basis until further notice. Internet Explorer 8 users encountering issues who can upgrade their browsers should do so to improve functionality and service access.

Utilizing older browsers may result in disabled functionality or limited access to services.

Additional Browsers:

Additional browsers will be added if usage meets or exceeds 5% of total login activity.

Beta Versions:

Beta Versions are not supported. Only browsers announced as ready to Release to the Web (RTW) by the provider will become supported versions.

Troubleshooting: The following types of tools and/or access are not recommended and may impact user experience.

Accessing accounts via an embedded browser such as:

- Personal or commercial financial management software (Quicken, QuickBooks, etc.)
- Browser bars within AOL, Yahoo, Google, etc.
- Internet portal access within gaming systems such as Xbox
- Use of browser add-ins (Emoticons, FunWeb Services, etc.)

Electronic Fund Transfers Agreement and Disclosure

This Electronic Fund Transfers Agreement is the contract which covers your rights and responsibilities as a member as well as the credit unions concerning the electronic funds transfer (EFT) services offered to you by Hidden River Credit Union (credit Union). In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we", "us", and "our" mean the credit union. The word "account" means any one (1) or more share and share draft accounts you have with the credit union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application, an account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered.

EFT Services: If approved, members may conduct any one (1) or more of the EFT Services offered by the credit union.

Hidden River Credit Union ATM/Debit Card: Members may use their card to purchase goods and services from participating merchants. If a member wishes to pay for goods and services over the internet, they may be required to provide card number security information before they will be permitted to complete the transaction. Members agree that they will not use their card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the transaction will not be honored. In the event of repeated overdrafts, the credit union may terminate all services under this Agreement. The member may use their card and PIN (Personal Identification Number) in automated teller machines of the credit union, Co-Op, STAR, MasterCard, and Cirrus networks, and such other machines or facilities as the credit union may designate. At the present time members may also use their cards to:

- Withdraw funds from their share and share draft accounts.
- Transfer funds from their share and share draft accounts
- Obtain balance inquiry information for their share and share draft accounts.
- Make POS (Point-of-Sale) transactions with their card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept MasterCard.
- Order goods or services by mail or telephone from places that accept MasterCard.

The following limitations on the frequency and amount of Hidden River Credit Union ATM/Debit Card transactions may apply:

- Members may make fifteen (15) Hidden River Credit Union ATM/Debit Card purchases per day.
- Purchase amounts are limited to the amount in the members account.
- Members may make five (5) cash withdrawals in any one (1) day from an ATM machine.
- Members may withdraw up to a maximum of \$2,005.00 in any one (1) day from an ATM machine, if there are sufficient funds in their account.
- Members may make fifteen (15) POS transactions in any one (1) day.
- The standard daily transaction limit for purchases (POS) with the HRCU MasterCard ATM/Debit Card is \$9,999.99.

- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See **Transfer Limitations** that may apply to these transactions.

Transfer Limitations: For all share accounts, members may make no more than six (6) transfers and withdrawals from their account to another account of theirs or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If a member exceeds these limitations, their account may be subject to a fee or be closed.

Conditions of EFT Services

Ownership of Cards: Any card or other device which the credit union supplies to the member is the property of the credit union and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. Members cannot transfer their card or account to another person.

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

Foreign Transactions. MasterCard: If a member effects a transaction with their MasterCard in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCards. Currently currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transaction is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by one (1) percentage point. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

Security of Access Code: Members may use one (1) or more access codes with their electronic funds transfers. The access codes issued to a member are for security purposes. Any codes issued to a member are confidential and should not be disclosed to third parties or recorded on or with the card. Members are responsible for safekeeping their access codes. Members agree not to disclose or otherwise make their access codes available to anyone not authorized to sign on their accounts. If a member authorizes anyone to use their access codes that authority shall continue until the member specifically revokes such authority by notifying the credit union. Members must understand that any joint owner they authorize to use an access code may withdraw or transfer funds from any of their accounts. If the member fails to maintain the security of the access codes and the credit union suffers a loss, we may terminate their EFT services immediately.

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

Fees and Charges: There are certain fees and charges for electronic funds transfer services. From time to time, the charges may be changed. The credit union will notify members as required by applicable law.

If a member uses an ATM not operated by Hidden River Credit Union, they may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (they may also be charged a fee for a balance inquiry even if they do not complete a fund transfer). The ATM surcharge will be debited from the members account if they elect to complete the transaction or continue with the balance inquiry.

Hidden River Credit Union ATM/Debit Card Fees.

- Please refer to the credit union's schedule of fees and charges.

Member Liability: Members are responsible for all transactions they authorize using their EFT services under this EFT Policy. If a member permits someone else to use an EFT service, their card or their access code, they are responsible for any transactions they authorize or conduct on any of their accounts. A member must tell us immediately if they believe their card and/or access code has been lost or stolen or if they believe someone has used their card or access code or otherwise accessed their accounts without their permission, or if they believe that an electronic fund transfer has been made without their permission using information from your check.

Members are not liable for an unauthorized MasterCard debit card transaction that was not conducted at an ATM if they can demonstrate that they exercised reasonable care in protecting their card from loss or theft, they have not reported two (2) or more incidents of unauthorized use in the past twelve (12) months, and their account is in good standing. Otherwise their ability for an unauthorized MasterCard debit card transaction that was not conducted at an ATM will be no more than \$50.00.

For all other EFT transactions involving access devices, including transactions conducted at ATMs, the member's liability for unauthorized transactions is determined as follows. If the member tells us within two (2) business days, they can lose no more than \$50.00 if someone used their card or code without their permission. If they do not tell us within two (2) business days after they learn of the loss or theft of their card or code, and we can prove that we could have stopped someone from using their card or code without their permission if they had told us, they could lose as much as \$500.00.

Also, if a member statement shows transfers that they did not make including those made by card, code or other means, the member must tell us at once. If they do not tell us within sixty (60) days after the statement was mailed to them, they may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if they had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If the member believes their card has been lost or stolen or that someone has transferred or may transfer money from their account without their permission, they must notify us in person, by telephone, or by writing.

Right to Receive Documentation

Periodic Statements: Transfers and withdrawals made through any debit card transaction will be recorded on the member's periodic statement. Members will receive a statement monthly unless there is no transaction in a particular month. In any case, members will receive a statement at least quarterly.

Terminal Receipt: Members can get a receipt at the time they make any transaction (except inquiries) involving their account using an ATM and/or point-of-sale (POS) terminal.

Account Information Disclosure: Credit union personnel will disclose information to third parties about member accounts or the transfers they make:

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

Business Days: Credit Union business days are Monday through Friday, excluding holidays.

Credit Union Liability for Failure to Make Transfers: If the credit union does not complete a transfer to or from a member account on time or in the correct amount according to our Agreement with the member, we may be liable for their losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in the members account to complete the transaction, if any funds in the members accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding the members credit limit.
- If the member used their card or access code in an incorrect manner.
- If the ATM where the member is making the transfer does not have enough cash.
- If the ATM was not working properly and the member knew about the problem when they started the transaction.
- If the money in the members account is subject to legal process or other claim.
- If funds in the members account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of the members willful or negligent use of their card, access code, or any EFT facility for making such transfers.
- Any other exceptions as established by the credit union.

Notices: All notices from the credit union will be effective when we have mailed them or delivered them to the members last known address in the credit union's records. Notices from members will be effective when received by the credit union at the address specified in this policy. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to members at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

Hidden River Credit Union
60 Westwood Road
Pottsville, PA 17901-1834

The following information is a list of safety precautions regarding the use of automated teller machines (ATM) and night deposit facilities:

- Members should be aware of their surroundings, particularly at night.
- Members should consider having someone accompany them when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to a member at the time of their transaction, the member should ask the person to step back before they complete their transaction.
- Members should refrain from displaying their cash at the ATM or night deposit facility. As soon as their transaction is completed, the member should place their money in their purse or wallet. The member should count the cash later in the safety of their car or home.
- If the member notices anything suspicious at the ATM or night deposit facility, they should consider using another ATM or night deposit facility or coming back later. If a member is in the middle of a transaction and they notice something suspicious, they should cancel the transaction, take their card or deposit envelope, and leave.
- If a member is being followed after making a transaction, they should go to the nearest public area where people are located.
- Members should not write their personal identification number or code on their ATM card.
- Members should report all crimes to law enforcement immediately.

Billing Errors: In case of errors or questions about electronic funds transfers from share and share draft accounts or if more information about a transfer on a statement or receipt is needed the member should telephone or write the credit union. The credit union must hear from a member no later than sixty (60) days after we sent the first statement on which the problem appears.

The member should:

- Tell us their name and account number.
- Describe the electronic transfer they are unsure about, and explain as clearly as they can why they believe the credit union has made an error or why they need more information.
- Tell us the dollar amount of the suspected error.

If the member tells us orally, we may require that they send us their complaint or question in writing within ten (10) business days.

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

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

*If the member gives notice of an error within thirty (30) days after they make their first deposit to their account, we will have twenty (20) business days instead of ten (10) business days.

**If the member gives us notice of an error within thirty (30) days after they make the first deposit to their account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

Termination of EFT Services: Members may terminate their Agreement or any EFT service under their Agreement at any time by notifying us in writing and stopping their use of their card and any access code. They must return all cards to the credit union. Members must also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate the EFT Agreement at any time by notifying the member orally or in writing. If we terminate the EFT Agreement, we may notify any participating merchants making preauthorized debits or credits to any of the members accounts that the member EFT Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept the member's card or access code for an EFT service. Whether the member or the credit union terminates the EFT Agreement, the termination shall not affect the members obligations under that Agreement for any EFTs made prior to termination.

Governing Law: The EFT Agreement and Policy are governed by the Bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Pennsylvania and local clearinghouse rules, as amended from time to time. Any disputes regarding the EFT Agreement or Policy shall be subject to the jurisdiction of the court of the county in which the credit union is located.

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

Truth in Savings Policy

Except as specifically described, the following disclosures apply to all share accounts.

Multiple Account Owners: If an account is owned by more than one member (such as a joint account), disclosure may be made to any one of the account owners.

Rate Information: the annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the dividend rate and annual percentage yield may change quarterly as determined by the credit union's Board of Directors. For all certificates of deposit, the dividend rate and annual percentage yield may change monthly as determined by the credit union's Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the credit union anticipates paying for the applicable dividend period. The Share Savings account is a tiered rate account. If the daily balance is \$1,000.00 or below, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If the daily balance is from \$1,000.01 to \$5,000.00, the second dividend rate and annual percentage yield listed for this account will apply. If the daily balance is greater than \$5,000.00, the third dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of the account.

Nature of Dividends: Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period, and are approved by the Board of Directors.

Dividend Compounding and Crediting: The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

Accrual of Dividends: For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day the deposit is made to the account. If the account is closed before accrued dividends are credited, the account holder may not receive the accrued dividends.

Balance Information: To open any account, a member must deposit or already have on deposit at least the par value of one full share in any account. The par value amount is \$5.00. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. For accounts using the daily balance method as stated on the Rate Schedule, dividends are calculated by applying a daily periodic rate to the balance in the account each day.

Account Limitations: For Share Savings accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from each account to another account or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft or debit card to a third party. If these limitations are exceeded, the account may be subject to a fee or be closed. For Christmas Club accounts, the entire balance will be paid to the account owner by check or transferred to another account owned by the same member on or after October 1 and the account will remain open. For Vacation club accounts, the entire balance will be paid to the account owner by check or transferred to another account owned by the same member on or after July 1 and the account will remain open. For Tax Club, IRA Savings, Education IRA, Roth IRA, Converted IRA, and Share Draft/Checking accounts, no account limitations apply.

Fees for Overdrawing Accounts: Fees may be imposed on each check, draft, item, and re-occurring ACH, preauthorized automatic debit, telephone initiated withdrawal, or transfer transaction that is drawn on an insufficient available account balance. The entire balance in the account may not be available for withdrawal, transfer or paying a check, draft or item. Members may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in their account. Fees for overdrawing accounts may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for an account, such fees may reduce the approved limit, please refer to the Share Draft, Non-Sufficient Funds and Negative Balance Account Policy and the Fee Schedule for current fee information.

Subsequent Disclosures For Rollover Time Accounts & Time Accounts that Renew Automatically:

- Maturity longer than one year:
 - Standard account disclosures.
 - Date the account matures.
 - If interest rate or APY is undetermined.
 - When it will be determined.
 - Telephone number to obtain rate and APY information.
- Maturity one year or less but longer than one month:
 - Same disclosure as for accounts with maturities longer than one year.
 - Alternative disclosures.
 - Date existing account matures.
 - New maturity date if account is renewed.
 - Any difference between existing account and renewed account.

Disclosures for Periodic Account Statements:

- APY earned during statement period.
- Dollar amount of interest or dividends earned during statement period.
- Fees imposed, if any, during statement period. The fees will be itemized by type and dollar amount.
- Length of statement period.
- **Overdraft Fees:** The credit union will disclose the monthly and yearly total dollar aggregate fees and charges, for paying checks and returning items unpaid, for the statement period and calendar year-to-date. This includes interest charges, daily or other periodic fees, or fees charged for maintain and account in overdraft status. The aggregate fee total does not include fees for transferring funds from another member account to avoid an overdraft, or fees charged under a service subject to Regulation Z. The credit union may use terminology such as “returned item fee” or “NSF fee” to describe the fees for returning items unpaid.
 - **Waived or Credited Fees:** When the credit union provides a statement for a given period reflecting fees imposed during a previous period that were waived or credited to an account, the credit union will show an adjustment in the total for the calendar year—to-date and in the applicable statement period.
 - **Overdraft Notice:** The credit union will place a general notice on its periodic statements that items overdrawing an account may trigger a fee.

Oral Responses to Rate Inquiries:

- Must include APY, using that term.
- May include interest rate or dividend rate, but may not include any other rate.

Record Retention: The credit union will retain copies of Truth-in-Savings disclosures, notices, and advertising for two years. After March 1, 2001, the credit union may retain electronic copies of all disclosures that Truth-in-Savings requires to be retained. An accurate electronic disclosure or other record is accessible by all persons legally entitled to access, for the period of time required by applicable law, in a form that is capable of being accurately reproduced for later reference, whether by transmission, printing, or otherwise.

Funds Availability Policy

Disclosure: the credit union conscientiously informs members of its funds availability policy by providing members with:

- **Disclosures upon Request:** the credit union will provide a copy of its funds availability policy to any member who requests a copy.

- **Initial Disclosures:** Before a member opens a new account, the credit union will provide the member with written disclosures that clearly and conspicuously explain the credit union's funds availability policy.
- **Branch and ATM Notices:** the credit union will post its availability policy at a conspicuous place in every location where deposits are accepted.
- **Change-in-Policy Notice:** if the credit union ever changes its funds availability policy it will notify all members of the change at least thirty (30) days before implementation.
- **Refusal of Deposit:** At anytime the credit union may refuse the deposit of a check at the discretion of the member service representative, if the check is believed to be uncollectable.

Same Day Availability: It is the credit union's policy to expedite the availability of funds to its members in accordance with the Funds Availability Act (Regulation CC). This means all checks will be treated as a local check. Because all checks will be considered local, this policy will make most checks available immediately after deposit. However, some checks may be held for up to two (2) day without exception. The following funds will have same day availability to the depositor (when made payable to the depositor):

- Cash
- Cashier's checks, certified checks, teller checks, money orders, and travelers checks
- Checks drawn on HRCU
- Escrow checks
- Federal Reserve bank checks
- Insurance checks
- Local payroll checks
- State or Government Checks
- Official 401k and Mutual Fund checks
- Select Employee Group checks
- US Treasury checks
- Wire transfers
- Workman's Compensation

Two-Day Availability: Funds deposited by mail or Night Deposit Drop Box will generally be available within two (2) business days following the banking day of deposit.

Case by Case Holds: the credit union will place a hold on deposits where evidence suggests a forgery or fraud.

- **Notice:** If the credit union decided to impose a case-by-case hold, it will immediately deliver proper notice to the member depositor. If for some reason the credit union fails to deliver notice at the time of the transaction, the credit union will refund any return check fees or overdraft fees assessed. The notice will include:
 - Statement that the credit union is holding the funds.
 - Member's name and account number.
 - Date and amount of deposit.
 - Date when funds will be available.

Specific Exception Holds: In some instances exceptions can be made at the discretion of member service representative or management, and funds may be held for up to seven (7) days. Two hundred dollars (\$200) of all local checks must be made available to the depositor in certain circumstances. Exceptions holds may be made for:

- **New Accounts** – Account is less than thirty (30) days old. \$200 availability does not apply.
- **Deposits Exceeding \$5,000.00** – The credit union may apply this exception to aggregate deposits in multiple accounts that exceed \$5,000.00 in one day.
- **NSF (Non-Sufficient Funds)** - . The credit union also reserves to release third party check in an aggregate of \$200.00 (i.e., if the member deposits a \$800.00 third party check and his or her account balance is less than \$800.00, the credit union will make \$200.00 available the next business day and place a hold on the remaining \$600.00.).
- **Repeat Overdraft Member** – If the member has over drawn their account six (6) or more times in the past six (6) months, or has overdrawn their account over \$1,500 two (2) or more times in the past six months.
- **Emergency Conditions** –Conditions such as war, earthquake, fire, flood, power or equipment failure, suspension of payments from another financial condition, or any other emergency. A hold will be place on the funds for a reasonable time after the emergency has passed. \$100 availability does not apply.
- **Uncollectable (UCF)** – Stale dated checks (over six months old), Improper endorsement, Evidence suggest that the member is engaged in check kiting, or credit union has received a notice of dishonor from the financial institution against which the check is drawn. The check is believed to be uncollectable at the discretion of a HRCU member services representative.

Notice: If the credit union decides to impose a case-by-case hold, it will immediately deliver proper notice to the member depositor. If for some reason the credit union fails to deliver notice at the time of the transaction, the credit union refund any return check fees or overdraft fees assessed. The notice will include:

- Statement that the credit union is holding the funds.
- Reason for the hold.
- Member's name and account number.
- Date and amount of the deposit.
- Date the funds will be available.

Substitute Checks: Check Clearing for the 21st Century (“Check 21”) enables financial institution to send checks to each other electronically, and enables the credit union to receive a paper copy of the electronic check (called a “substitute check”). Substitute checks are the legal equivalent of a paper check for all purposes. The credit union is not required to create substitute checks, but must accept them.

- **Legend:** the substitute check will state “This is a legal copy of your check. You can use it in the same way you would use the original check.”
- **Disclosure:** The credit union will provide members with a disclosure that a substitute check is the legal equivalent of an original check, along with the member rights that apply when a member in good faith believes that a substitute check was not properly charged to his/her account. The disclosure will be provided in the following circumstances:
 - Whenever original or substitute checks are provided with the transaction receipt.
 - Whenever a member requests a copy of a check and instead receives a substitute check. The disclosure in this instance will be provided no later than the time the member receives the substitute check.
 - For joint accounts, the disclosure need only be provided to one account holder.

Privacy Policy Notice

Today we live in an age where information is accessible virtually everywhere, yet there are certain types of information that it is vital to keep private in order to avoid the perils of identity theft. As a member of Hidden River Credit Union (HRCU) you have shared certain types of private information with the credit union in confidence and it is our job to make certain that we protect that information to the best of our abilities. What you will find in this notice is 1) the type of information we collect 2) who and what information we share with third parties and; 3) how to “opt out” of certain disclosures. Whether you are a current member or a former member HRCU, will adhere to this policy and will not share information we have collected about you except as may be permitted or required by law.

A Few Terms You Should Know

Non-Public Personal Information – is the information that we collect from you, about you, in connection with providing a financial product or service to you. Some examples are: your account balances, payment history, and overdraft history. An example of public information would be information you can find in public sources such as: telephone directories and government records.

Affiliate – An affiliate is a company that we own or control, or a company that owns or controls us. Ownership may not mean complete ownership of the company, but enough to merit control.

Non-Affiliated Third Party – A person or company that we do not employ, but rather works for the credit union on a contractual basis.

Opt-Out – To prevent the credit union from sharing certain information.

The Types of Information We Collect

The credit union will only collect personal information that is required to conduct authorized business, enhance transaction security, and to provide competitive products and services. HRCU will request this information from you directly at the time of your account opening, during the lending application process, or when deemed necessary in order to complete a transaction or update records.

HRCU may also collect “non-public personal information” from the following sources:

- Information we receive from you on applications or other loan and account forms;
- Information about your transactions with us or others;
- Information we receive from third parties such as credit bureaus or ChexSystems;
- Information obtained to verify information provided by you on application or other forms, from current or past employers, or from other institutions where you conduct financial transactions.

HRCU may disclose all of the information we collect, as described above, as permitted by law.

The Types of Information We Share

- Name
- Address
- Social Security Number
- Loan Balance
- Loan Collateral Information
- Loan Payment History
- Deposit Balance
- Overdraft History
- Check Verification Information

Who We Share Your Information With and Why

The credit union may share your information with the following types of non-affiliated third parties:

- Financial Services Companies
 - Insurance Companies
 - Mortgage Service Companies
- Non-Financial Service Companies
 - Consumer Reporting Agencies
 - Data Processors

- Check Printers
- Statement Processors
- Government Agencies in response to subpoenas and other legal matters

The reason HRCU may share your information with the above named companies or Non-Affiliated Third Party is to aid the credit union in providing a greater array of financial products and services to our membership, and only for the express purpose of conducting daily business. Only those organizations that recognize the responsibility to protect and safeguard personal and financial information will be authorized to conduct business with the credit union. At no time will Non-Affiliated Third Parties have the ability to modify or access credit union account information for purposes other than those authorized by HRCU and/or you, the member.

HRCU will comply with all federal and state privacy laws and regulations and other credit union policies established to protect your privacy. However, HRCU will provide information when directed legally or by official government notice within compliance of the law.

We may disclose all of the information we collect to third parties that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements. We only work with companies who agree to maintain strong confidentiality protections and limit the use of information we provide. HRCU does not permit these companies to sell the information we provide to other third parties. We may also disclose information about you, as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of the credit union, and follow your instructions as you authorize of protect the security of our financial records.

Opting-Out

HRCU will allow you a choice in how personal information is used under certain circumstances. Members concerned about privacy implications may elect in limited situations not to participate in information sharing with certain business partners. If you elect to exercise this choice, information will be provided to the member and credit union will make certain the request is honored.

If you prefer that HRCU not disclose personal information about you to certain third parties you may opt out of those disclosures (other than those permitted by law). To do so, you are required to notify the credit union by:

Calling: 570-622-3399
In Writing: 60 Westwood Road
Pottsville, PA 17901-1834

You may opt at any time. Once your opt-out request is received, we will stop the disclosures within a reasonable amount of time. Remember, this opt out right does not apply to disclosures that are legally permitted or to disclosures we make to companies that may perform services on our behalf or to other financial institutions which we endorse and that have joint marketing agreements with the credit union. If you wish to later revoke your opt-out election you will need to contact the credit union.

HRCU E-Products and Services: including www.hdriver.org, HRCU Out-Reach 24/7 Online Systems including Mobile Applications, Audio Systems, Online Systems, and Wireless Application Protocol (WAP)

We are required to collect basic information, from you, that allows us to compile useful data on our E-Products and services, in order for us to provide better service to them. The type of information we collect from you is as follows:

- Your Internet Service Provider (ISP)
- Cookies – Are a small, informational message sent from HRCU’s website to your browser. Depending on your browsers security settings, cookies are often stored in your browser and used when you revisit the site to customize your experience and/or display custom advertisements.
- The date and time you accessed our E-Products and Services
- The city, state, and country from which you accessed them
- The pages you viewed
- What services you used

The only time any non-public personal information is sent to us about you from our website is if you were to complete an application or email us. When you complete an application online your information is encrypted preventing unwanted parties from intercepting your information. However, emails are not encrypted; you should be cautious when emailing any of your non-public personal information.

If you leave the credit union’s website through one of the non-affiliated third party links your information may be collected by that company. If you provide any information to one of these companies HRCU recommends you review their privacy policy to understand your rights as a consumer under their policies.

We Protect Your Information

HRCU will make every attempt to maintain correct and up-to-date membership records based on information provided to the credit union and will on occasion make attempts to verify the accuracy of these records.

HRCU will proactively manage sensitive membership information and will utilize satisfactory security devices and procedural safeguards to protect this information and ensure the integrity of all systems, records and communications.

HRCU will continue to educate and train credit union staff in the importance of safeguarding sensitive member information. Credit union staff will maintain a high degree of confidentiality at all times.

How You Can Help Protect Your Information

As a member of HRCU you have a mutual responsibility to protect your personal financial information. The following are a few tips to help you protect your information:

- Always safeguard your account numbers, card numbers, access codes and other personal information.
- Do not write down access codes or other personal information where can be accessed or stolen.
- Always use caution when disclosing your account numbers, social security number and other pertinent information to others.
- If someone claiming to be a credit union representative contacts you and ask for personal information, hang up and call the credit union to verify the validity of the call. The credit union will never call you and ask for your personal information.
- Periodically review your information with the credit union and make any changes necessary.

One Final Note

Protecting sensitive information will always be a top priority of credit union management. However, due to the changes that technology brings it may be necessary for this policy to be revised in order to provide the membership with relevant, factual knowledge regarding the safeguarding of sensitive information. Finally, the objective of the credit union is to exceed the expectations of the membership in terms of the quantity and quality of financial products and services offered and meeting the privacy needs of the membership is part of that goal