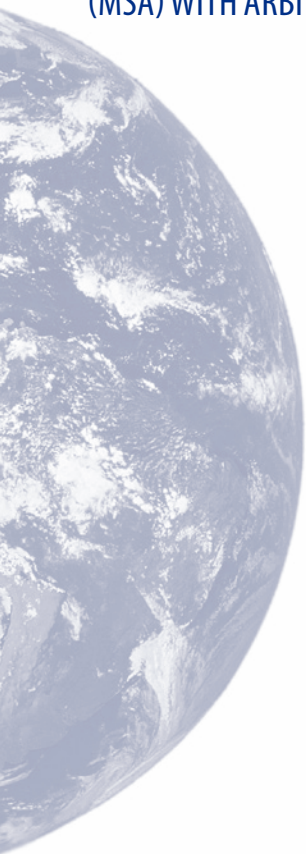




# Member Services Agreement

(MSA) WITH ARBITRATION PROVISION

Effective July 1, 2024





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## MEMBER SERVICES AGREEMENT FOR CONSUMER AND BUSINESS ACCOUNTS

**THIS MEMBER SERVICES AGREEMENT (MSA) CONTAINS AN ARBITRATION PROVISION (SECTION J) THAT IMPACTS YOUR RIGHT TO A JURY TRIAL FOR DEPOSIT ACCOUNTS AND CERTAIN LOAN/CREDIT ACCOUNTS. IT IS IMPORTANT THAT YOU READ IT CAREFULLY. YOU MAY REJECT THE ARBITRATION PROVISION WITHIN 30-DAYS OF FIRST BECOMING SUBJECT TO THE TERMS OF THIS MSA. INSTRUCTIONS FOR REJECTING THE ARBITRATION PROVISION CAN BE FOUND IN SECTION J.**

To obtain an Account and Services, You must first become a member of NASA Federal Credit Union (Credit Union) and in doing so, You agree to be bound by the terms of this MSA and Other Agreements.

By signing or otherwise agreeing to the terms of the NASA Federal Credit Union Membership and/or Account Application (the "Application") or by using any of the services We provide in connection with Accounts ("Services"), or authorizing others to use any Services, You agree to the terms of this MSA and Other Agreements. Other Agreements means Your Application, each Rate Sheet issued by Us, the Membership Rewards Brochure, Schedule of Fees, Digital Banking Agreement, Remote Deposit Agreement, ACH and Wire Agreements, and similar service related agreements. "You" and "Your" mean each person who signs or is identified on the Application or uses any of the Services unless the Application or this MSA and Other Agreements provide otherwise. "You" and "Your" also include each person who forwards or delivers orders for collection or other handling, presents orders for withdrawal or other handling, or makes deposits to Your Account. "We," "Us," "Our," "NASA Federal," and "Credit Union" mean the NASA Federal Credit Union.

"Account" includes all of Your share Accounts at the Credit Union. "Share Account(s)" is a general term used for all types of savings, share draft (i.e., checking), and certificate Accounts at the Credit Union. "Share(s)" are funds on deposit at the Credit Union. "Orders" include all negotiable orders of withdrawal, checks, drafts, other orders, other items, and other withdrawal or transfer requests used to withdraw or transfer funds out of Your Account by any means, including wire transfer requests and electronic funds transfers. "Deposits" include funds added to Your Account by any method (cash, check, draft, other order, other item, or other deposit request) including those items cashed against Your Account. Our Digital Banking Services, include: Online/Mobile Banking, Bill Pay, Remote Deposit, electronic communications and Secure Messaging, Communications, eStatement, and eAlert. "Transaction(s)" means all electronic funds transactions performed through ATMs, POS Terminals, electronic direct deposits and debits, Automated Clearing

House (ACH), telephones, Contact-24, Digital Wallet or Payment Services, and Online/Mobile Banking. "Business Day" is every day except Saturdays, Sundays, and federal holidays. "Business Account" means an Account, other than a consumer Account, used primarily for Business purposes. "Consumer Account" means an Account that is owned by one or more natural persons and used primarily for personal, family, or household purposes.

Your and Our rights and obligations concerning Your Accounts and the Services are governed by this MSA and Other Agreements for specific Services You may request and by applicable federal and state laws and regulations, Federal Reserve Board Operating Circulars, clearing house rules, and bylaws and policies of the Credit Union.

### A. MEMBERSHIP

To be eligible for NASA Federal Credit Union membership, You must be an individual or entity qualifying within our field of membership and must maintain an Account with funds on deposit equal to at least one share at par value, as required by our bylaws. The current par value of one share is \$5.00.

By submitting the Application for NASA Federal Credit Union membership, You acknowledge that everything stated in the Application and in other information provided to Us to establish Your membership and eligibility is true and correct. By submitting an Application and maintaining an Account, You agree that We may obtain and use reports from consumer reporting agencies now and in the future in connection with Your Application and in connection with renewal, continuation of Services, or to determine if You continue to meet the terms of the Account. You also agree that We may obtain and use such reports to determine Your eligibility for additional products or Services that We offer, subject to Your right to opt-out upon notice to Us. We may verify Your eligibility for membership, whether through Your employer, association of which You are a member, and/or a sponsoring family or household member. By submitting the Application, You request all identifying numbers and/or access devices issued from time-to-time by the Credit Union in connection with Your Account.

### B. ACCOUNT OWNERSHIP TERMS

#### 1. CONSUMER ACCOUNTS

For Accounts with joint ownership, payable on death (POD) payee(s), and/or Agent or Power of Attorney, the Account is subject to: for Accounts opened in Virginia, the Virginia Multiple-Party Accounts law; for Accounts opened in the District of Columbia, the District of

Columbia Multiple-Person Accounts law; and for all other Accounts, the Maryland Multiple-Party Accounts law.

**Individual Ownership.** The Account is owned only by the primary Account holder shown on the Application. No other person has any present rights in the Account. Upon the death of the primary Account holder, the funds in the Account belong to a POD payee, if any, or become part of the primary Account holder's estate. An individual Account owner must be 18 years of age or older.

**Joint Ownership.** The Account is owned by the primary Account holder and one or more additional individuals identified on the Application as joint owner(s), together referred to as owner. Under joint ownership, the Account is owned jointly and is subject to the right of any owner as stated in this MSA and Other Agreements. We are authorized to pay funds to, or to transact any business with, any owner. Any owner may make deposits and each owner appoints the other owners as attorney-in-fact with the power to deposit any deposit payable to any one, or more, owners and, for that purpose, to endorse any withdrawal item payable to any one, or more, owners. All owners agree that any owner may initiate the withdrawal or transfer of funds and may obtain additional Services without further consent of the other owners. Owners are jointly and severally liable for payment of all charges against the Account, even when only one owner created the charge or otherwise benefited from it. Only the owner who is the primary Account holder can close an Account in its entirety. The primary Account holder must also be the primary applicant on all loans under the Account. One owner cannot remove another from the ownership of the Account. An owner may request in writing on the proper Credit Union form to have his or her own name removed from an Account, but removal from ownership does not relieve the removed owner from the obligation to pay accrued fees, liability for checks in process of collection, loan delinquencies, and/or obligations that were owed prior to removal of the owner's name from the Account.

**Joint Ownership With Rights of Survivorship.** If Your Account is a joint ownership Account, owners will have a right of survivorship, except for certain Accounts opened by Virginia residents (see below). This means that upon the death of one joint owner, the balance in the Account belongs to the surviving owner(s). If two or more owners survive, and at least one of the surviving owners is a member of the Credit Union, the Account will remain a joint ownership Account and the survivors will own the Account together with survivorship rights. If two or more owners survive and no surviving owner is a member of the Credit Union, membership will be offered to the surviving owner(s) eligible for membership in the Credit Union, and if that membership is established, then a new joint ownership Account will

be established, and the survivors will own the Account together with survivorship rights. If no surviving owner is a Credit Union member, or becomes a Credit Union member, then the Account will be closed and checks, in equal shares if more than one owner survives, will be made payable to the surviving owner(s). If only one owner survives and the sole surviving owner is or becomes a member of the Credit Union, a new individual ownership Account will be established.

**Joint Ownership Without Rights of Survivorship (Virginia Residents Only).** This part applies only if the primary Account holder is a Virginia resident. If the Application for Your joint Account indicates no survivorship rights, or if You have not selected "with survivorship" on the Application, then on the death of a joint owner, the Account balance shall be owned in equal shares by the estate of the deceased owner and any surviving joint owners. The Credit Union may make payment from a joint ownership Account without survivorship to the personal representative of a deceased joint owner without liability to any other owner; or any owner's heirs, personal representatives, or assignees.

**Payable on Death (POD).** Any individual identified on the Application as a POD Payee will acquire vested ownership rights in the Account only after the death of the last owner and only if the POD payee is living. When the Credit Union receives proof of the death of the last owner of the Account, We will close the Account and issue separate checks, in equal shares, payable to the surviving POD payee(s). Each owner reserves the right, subject to any requirements or restrictions in this MSA and Other Agreements or imposed by the Credit Union, and without notice to any POD payee, at any time: to close or pledge the Account; to remove or change POD payees; to change Account type; to change Account ownership; and to withdraw all or part of the Account balance.

**Joint Account for Minors (Non-Custodial).** Persons under the age of 18 and eligible for membership in the Credit Union are permitted to establish an Account, provided that a parent and/or guardian over the age of 18 is joint on the Account. Joint Accounts for Minors are not considered fiduciary Accounts. Either party has authority to transact upon the Account individually. The non-minor joint owner is responsible, jointly and severally, for any and all obligations, indebtedness, liabilities, or Account shortages, whether or not a direct benefit occurred and regardless of which owner signed the item, arising under or relating to the opening of this joint Account and whether or not the minor affirms or disaffirms or repudiates his or her liability or indebtedness. Upon reaching the age of majority, both owners become jointly and severally liable, for any and all obligations, indebtedness, liabilities, or Account shortages, whether or not a direct benefit occurred and regardless of which owner signed the item,

arising under or relating to the opening of this joint Account. We reserve the right to deny the minor such activities in our discretion.

**Account for Minors (Custodial).** The Account is opened under the Uniform Transfers to Minors Act by a custodian for the benefit of the minor and funds deposited to the Account belong to the minor. The minor must be eligible for membership in the Credit Union. The minor has no right to access the Account except as may be provided in court order. The custodian named on the Account has access to Account funds for the benefit of the minor and all draws and transfers made to/from the Account must be signed by the custodian. The custodian agrees to be bound by the terms of this MSA and Other Agreements. The custodian agrees to notify Us in writing when the minor reaches the age of majority (as determined under applicable law) and to take all action required by law for custodians.

**Revocable Living Trusts.** The Account is opened under the name of the trust and under the control of one or more trustees identified in the Application. The settlor or grantor of the trust must be eligible for membership in the Credit Union. The trustees have access to Account funds for the benefit of the beneficiaries as provided in this MSA, Other Agreements, and in the separate Trust Agreement. The trustees will be bound by the terms of this MSA, Other Agreements, and the separate Trust Agreement. Other than verifying that a transactor is an authorized trustee, the Credit Union is not responsible for monitoring transactions or Account activity and cannot be held liable for any transactions or Account activities that do not align with the specifications and/or restrictions that may or may not be outlined in the Trust Agreement.

**Irrevocable Trusts.** The Account is opened under the name of the trust and under the control of one or more trustees identified in the Application. Either the settlor, grantor of the trust, or the beneficiary(ies) must be eligible for membership in the Credit Union. The trustees will be bound by the terms of this MSA, Other Agreements, and the separate Trust Agreement. After the Account is opened, there may be no changes to the beneficiary(ies). The trustees have access to Account funds for the benefit of the beneficiaries as provided in this MSA, Other Agreements and in the separate Trust Agreement. Other than verifying that a transactor is an authorized trustee, the Credit Union is not responsible for monitoring transactions or Account activity and cannot be held liable for any transactions or Account activities that do not align with the specifications and/or restrictions that may or may not be outlined in the Trust Agreement.

**Estate.** The Account is opened under the name of the estate of a deceased individual to assist in administration and disbursement of the assets of the estate. The decedent must have been a member or

eligible for membership in the Credit Union at the time of death. The estate of the deceased member must have a unique tax identification number before an estate Account may be opened. The administrator/executor/personal representative agrees to be bound by the terms of this MSA and Other Agreements.

**Fiduciary.** Any person identified on the Application or an Account as a guardian, custodian, trustee, representative payee, administrator/executor/personal representative, or similar fiduciary (collectively “Fiduciary”) acts in that capacity pursuant to contract, state or federal law or regulation, or judicial authority for the benefit of the named minor/ward, person under disability, trust/beneficiary, or estate/decendent named on the Account. The Account is subject to the order of the Fiduciary, subject to any limitations imposed by any judicial order of which We have had prior notice and a reasonable opportunity to act. If a Fiduciary executes a power of attorney to appoint another person to act as the attorney-in fact for the Fiduciary, We have the right, in Our sole discretion, not to accept the power of attorney until the Fiduciary proves to Our satisfaction that the Fiduciary has the right to delegate authority to others through a power of attorney. The Fiduciary certifies that any funds deposited into or withdrawn from the Account are properly within the Fiduciary’s custody and may be lawfully deposited into or withdrawn from the Account in accordance with authority duly vested in the Fiduciary and that We have no duty to verify the authority of the Fiduciary to make particular deposits or withdrawals (except as expressly provided otherwise by judicial order of which We have had prior notice and a reasonable opportunity to act). The Fiduciary promises to keep records in good faith and in the ordinary course of Business which detail the interests of the true beneficial owner(s) of the Account at all times. All draws and transfers made to the Account must be signed by the Fiduciary. The Fiduciary agrees to be bound by the terms of this MSA and Other Agreements

## **2. Business Accounts**

You agree to provide Us with documentation acceptable to Us designating each authorized signer with respect to Your Account(s) and related Services offered by Us. You understand and agree that access to and ownership of an Account is determined by the most recent Business Account Application on file. Each person signing or otherwise agreeing to the terms of Credit Union Business Membership represents and agrees that he or she is authorized to sign all documents in the capacity or capacities stated in the documents, has furnished all documents necessary to evidence such authority, and will furnish any other documents We request in the form We require. We are not required to recognize any resolution affecting the Account that is not on Our form.

Each person signing or otherwise agreeing to the terms of Credit Union Business Membership certifies that all information provided within the application is true and correct and consent to Our sharing of their information associated with the application for purposes of identification, risk avoidance, and security. Each person expressly authorizes the Credit Union to obtain information from both the Business and personal credit profile and/or other resources for the purpose of confirming their identity and creditworthiness. Each person understands that subsequent consumer credit reports may be used for other legitimate purposes associated with the Business Account.

If there is a change to a sole proprietor, partner, member, officer of the business, or authorized signer, it is Your obligation to complete, sign, and submit to Us a new Business Account Application. Any change in the Account's authorized signers is not effective against Us until 3 Business Days after We receive documents satisfactory to Us effecting the change, although We may recognize the change earlier if We wish.

Business Accounts are available to both profit and non-profit businesses. Common forms of ownership include:

**Club.** The Account is opened under the name of the club or organization (club), which is a group of individuals (for example, van pool clubs, social clubs, retiree societies, etc.). All individuals in the club must be eligible for membership in the Credit Union. The Account is under the control of designated officers who are authorized on behalf of and in the name of the club to deposit to and withdraw from the Account. We are authorized to accept deposits and pay withdrawals as directed by the designated officers, whether payable to the order of the club or to any designated officer in an individual capacity or not. We may require the club to provide whatever information and resolutions that We believe are necessary to protect Us in connection with this Account. Any resolution provided by the club shall continue in force, and We may consider the designated officers and their signatures, respectively, to be and continue in force and with authority, until written notice to the contrary is received by Us and We have had a reasonable opportunity to act.

**Corporation or Unincorporated Association Accounts.** If You are a corporation or an unincorporated association, You agree that the Account is payable only to or on the order of the corporation or association and not to any individual director, shareholder, or individual, except as payees on orders drawn on the Account. You represent that the corporation or unincorporated association has taken all action necessary to open and maintain an Account and that any certificates or resolutions filed with Us in connection with the Account are true, accurate, complete, and will be kept up to date. We may act upon the resolutions properly adopted by the corporation or association on any action or Transaction involving the Account.

**Partnership Accounts.** If You are a partnership, including a limited partnership or joint venture, You agree that the Account is payable only to or on the order of the partnership, and not to any individual partner, except as payees on orders drawn on the Account. You represent that the partnership has taken all action necessary to open and maintain an Account and that any certificates or resolutions filed with Us in connection with the Account are true, accurate, complete, and will be kept up to date. We may act upon the instructions of the general partner(s), or any other person designated in the resolutions on any action or Transaction involving the Account.

**Sole Proprietorship Accounts.** If You are a sole proprietor, the Account may be payable to You as the sole proprietor or in the name of the Business. You agree that upon Your death, Your estate shall release and indemnify (reimburse) Us for any payment made at the direction of an authorized signer on Your Account, provided We have not received actual notice of Your death. If You are doing Business under an assumed name, You represent that You have properly filed all assumed name certificates and other documents required by law.

**Limited Liability Company.** If You are a limited liability company (LLC), You agree that the Account is payable only to or on the order of the LLC, and not to any individual, except as payees on orders drawn on the Account. You represent that the LLC has taken all action necessary to open and maintain an Account and that any certificates or resolutions filed with Us in connection with the Account are true, accurate, complete, and will be kept up to date. We may act upon the instructions of any member, or any other person designated in the resolutions on any action or Transaction involving the Account.

## C. GENERAL PROVISIONS

**Purpose – Consumers:** You agree and warrant to Us that all Accounts and Services will be used solely for personal, family, or household purposes and that no Account or Service will be used for Business or commercial purposes. You agree not to use the Account in connection with any illegal activity such as money laundering or fraud.

**Purpose – Businesses.** You agree and warrant to Us that all Accounts and Services will be used solely for Business or commercial purposes and that no Account or Service will be used for personal, or household purposes. You agree not to use the Account in connection with any illegal activity such as money laundering or fraud.

*This part of the MSA applies to all Accounts and Services.*

- 1. Identification.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and

record information that identifies each person who opens an Account. When You open an Account, We will ask for Your name, address, date of birth, and other information that will allow Us to identify You. We may also ask to see Your driver's license or other identifying documents. If You are opening an Account on behalf of a business or other entity (e.g. trust; estate; etc.), documents related to the business or entity will also be requested. We may require You to present identification (acceptable to Us in our sole discretion) when You are conducting transactions. These requirements apply to all persons who may be named on an account in any capacity (fiduciaries; agents-in-fact; beneficial owners) or who want to conduct transactions. Anyone who fails to provide acceptable identification information when requested will not be permitted to open an Account, be added to an Account, or continue to transact on an existing Account. If Your Account is funded before We verify Your information, You may not have access to Your Account until verification is completed. If We are unable to verify Your identity to Our satisfaction, learn of any misrepresentations in any applications or other materials submitted to Us, or if any information that You submit is called into question or We are unable to authenticate You or Your identity, We may not open Your Account or We may close Your Account if previously opened. We may also prevent You from opening an Account with Us in the future.

2. **Member Due Diligence.** Financial institutions, including the Credit Union, are required to understand the nature and purpose of the Accounts they serve, and the expected activity associated with the Accounts. We will obtain information from You at Account opening, or anytime during Your membership, to understand Your expected activity in the Account. The requested information may include: employment, occupation, contact information, identification documentation, the relationship to senders or payees, the type, size, purpose, and frequency of transactions, and other information deemed necessary by the Credit Union. For business accounts, we will also request information about beneficial owners, and may request financial statements/information. We may request updated information when You apply for new Accounts, products, or Services or when Your Account activity changes. You agree that You will provide Your information when We request, and non-compliance may result in the suspension of Services. Furthermore, for business accounts, You agree to keep the Credit Union informed of any changes to business ownership/beneficial ownership.

3. **Notice.** Except as otherwise provided in this MSA, any notice, request or other communication required or permitted under this MSA and Other Agreements must be in writing and sent by certified or registered US Mail, return receipt requested, postage prepaid, to the address indicated below, unless another part of this MSA or Other Agreements specifically permits or requires You to give notice by telephone or fax: **NASA Federal Credit Union, PO Box 1588, Bowie, MD 20717.** When this MSA specifically authorizes You to give Us notice by telephone, You may call: **301.249.1800; 888.627.2328; or for Lost or Stolen Debit/ATM Cards, 888.627.2328.** Notices will be effective upon Our receipt and after We have had a reasonable opportunity to act on them.

We will send written notices to the primary Account holder using the address on file. Sending notice to one Account holder is considered sending notice to all Account holders.

**Direct Disputes:** If information about Your Credit Union Accounts or loans has been reported to a consumer reporting agency, and You believe the information is incorrect and You would like to dispute it, You may complete and submit to Us a Direct Dispute Form, which can be found online at [www.nasafcu.com/forms](http://www.nasafcu.com/forms). You may fax Your completed Form to: 301.390.4530 or mail it to: **NASA Federal Credit Union, Attn: Loan Servicing, 500 Prince Georges Blvd, Upper Marlboro, MD 20774.**

4. **Information Changes.** You will notify Us of any change in Your name, address, phone number, or e-mail address, employment, or occupation within 15 days of the change.
5. **Consent to Receive Calls/Texts.** By providing Us with Your mobile telephone number in connection with any Accounts or Services, You consent to Us (or others on Our behalf) contacting You at that number. Your consent permits Us to use automatic dialing technology, artificial/pre-recorded voice messages, and/or text messaging to deliver informational messages to You concerning any of Your Accounts or Services. You understand and agree that You are not required to provide this consent in order to obtain any Accounts or Services and that You may revoke this consent at any time by calling Us at 1-888-NASA-FCU (627-2328), submitting Your request via Online/Mobile Banking, in person at one of Our branch locations, or any other reasonable method that gives Us a reasonable opportunity to update Our records. Informational text messages We send to You include helpful prompts, which may include replying "STOP" to cancel or "HELP" for Help. Each service provides

specific prompts for You to follow. You may also contact the Credit Union for assistance. The Credit Union and Carriers are not liable for delayed or undelivered messages and the Credit Union is not responsible for applicable telecommunications charges.

6. **Schedule of Fees.** You will pay Us fees disclosed in Our most current Schedule of Fees. We may deduct fees You owe Us from any Account on which You are an owner. In some cases, fees are imposed to act as a deterrent. Many of these fees can be reduced or avoided through Your actions.
7. **Security and Data Recording.** You understand the importance of Your role in preventing misuse of Your Accounts and You agree to protect the confidentiality of Your Account, Account number, and PIN or password, as well as Your step-up authentication codes, security codes, driver's license number, social security number, Business documentation, EIN, and any other information that could be used to obtain access to your accounts. For some Services, We assign (or You select) a PIN or password or We provide a security procedure to be used to access the Service and authenticate transactions. You agree that the provided security procedure is commercially reasonable and is designed to authenticate Your transactions. You will not disclose, and will prevent disclosure of, your Security codes, PIN or Password to others. If the confidentiality of any of these items is compromised, You will notify Us immediately. You are solely responsible for maintaining the security of the PIN or password and, as such, You will not write Your PIN or password on any access device nor keep it in proximity to any access device. As part of your agreement with this MSA and Other Agreements, You will take reasonable measures to safeguard Your computer systems used to access Your Accounts. Notwithstanding the terms of any of Your existing or future resolutions or agreements with Us, any person granted access to Online/Mobile Banking or electronic funds transfer (EFT) Services may authorize Us to make Transactions to and from Your Account on Your behalf. When You access any of the Services, Your instructions may be recorded. We also may record or monitor any telephone call made or received by Our representatives. You agree that We may record or monitor Your calls without further notice to You.

*This paragraph applies only to Business Accounts.* If You use Services, instructions received by Us are effective as Your instructions, whether You authorize them in fact. In addition to the provisions elsewhere in this MSA and Other Agreements, You hereby expressly agree to be bound by any Account

transaction, whether or not authorized, accepted by Us in compliance with the agreed upon security procedure. We shall have no liability to You for any unauthorized Transaction made by using Your PIN and/or password and/or using the security procedure that occurs before You have notified Us of possible unauthorized use, and We have had a reasonable opportunity to act on that notice.

8. **Amendments.** We may change this MSA and Other Agreements, including the Schedule of Fees, at any time. Unless applicable law requires otherwise, all amendments will be binding upon You immediately after We give You notice. If a specific notice period or type of notice is required by applicable law, the revised terms will be binding in accordance with such law. Your use of Your Account or any Services after any amendment is Your agreement to the amendment. If there is a conflict between this MSA and Other Agreements and something said by one of Our employees, this MSA and Other Agreements controls.
9. **Severability.** If any part of this MSA and Other Agreements or its application to any person or circumstance is declared void, illegal, or unenforceable, the rest of this MSA and Other Agreements is still valid and enforceable.
10. **Governing Law and Waiver.** This MSA and Other Agreements are governed by and construed in accordance with federal law. In addition, except as expressly stated otherwise in this MSA or Other Agreements or as required by applicable law, and to the extent not inconsistent with federal law, this MSA and Other Agreements are governed by the internal laws of Maryland. No terms of this MSA or Other Agreements are waived by You unless the waiver is in writing signed by Us. Our failure to insist upon Your strict performance of any term of this MSA and Other Agreements is not a waiver of the term. Mere lapse of time is not a waiver of any breach of this MSA or Other Agreements. Our waiver of any breach does not affect Our right to enforce any of Our rights later and does not modify this MSA or Other Agreements. You and We agree to waive the right to a jury trial in any dispute concerning an Account.
11. **Assignment.** We may assign or delegate any of Our rights or obligations under this Agreement to others. Neither Your rights and obligations nor any Account may be assigned or transferred without Our written consent.
12. **Use of Eastern Standard/Daylight Time.** In this Agreement, all references to specific times are to Eastern Standard or Daylight Time, as applicable.



- 13. Collection and Other Expenses.** Where permitted by state law, You will pay expenses that We incur in responding to any legal proceeding relating to You or Your Account: in connection with a dispute among owners or signers or resulting from suspicious activity; if We must take legal action to collect amounts You owe Us; or as a result of any dispute. This includes disputes between You and Us and situations where We become involved in a dispute between You and an authorized signer or a third party claiming an interest in the Account. It also includes situations where You or a third party take action with respect to the Account that causes Us to seek the advice of counsel, whether or not We actually become involved in the dispute. Where permitted by state law, We may charge such losses, costs, and expenses to Your Account without prior notice, and if there are insufficient funds in Your Account, You are liable for the balance. Where permitted by state law, loan related Collection Expenses are governed by the provisions outlined in the loan and/or credit card agreement.
- 14. New Services.** We may incorporate new options into any of the Services. By using a new option, You agree to be bound by the rules concerning that option.
- 15. Equipment and Technical Requirements.** You must acquire the equipment, software, and online Services necessary to access Services, such as a telephone, telephone lines, Internet Access, and a personal computer. You will pay to Us promptly all sales, use, or other taxes applicable to the Services, excluding taxes based upon Our net income. You authorize Us to debit these taxes from Your Accounts.
- 16. Force Majeure.** Except for Your obligations to pay Us, neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, restrictions of law, regulations, orders, or other governmental directives, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, storms, or other similar events.
- 17. Limitation of Credit Union's Liability.** This paragraph applies to all Accounts and Services except as otherwise provided in this MSA and Other Agreements. WE SHALL HAVE NO LIABILITY WHATSOEVER, UNDER ANY THEORY OF LIABILITY, FOR ANY LOSS, COST, CLAIM, CAUSE OF ACTION, OR DAMAGES OF ANY KIND YOU OR ANY OTHER PERSON INCURS ARISING FROM OR RELATING TO THE ACCOUNTS AND SERVICES OR THIS MSA

AND OTHER AGREEMENTS, INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED USE OF ANY OF THE ACCOUNTS AND SERVICES.

**We provide Accounts and Services “as is” without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. There is no warranty that Your use of Accounts and Services will be uninterrupted or error-free. There is no warranty against interference with Your enjoyment of the information contained in the Accounts and Services or against infringement. You assume all risks of the use, results, and performance of the Accounts and Services. We are not responsible for any errors or failures caused by the malfunction of Accounts and Services. We also are not responsible or liable for any computer virus caused by or introduced through the use of Accounts and Services. We are not responsible for Your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Our agent. In any event, We are not liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this MSA and Other Agreements or Accounts and Services, even if We have knowledge of the possibility of them.**

- 18. Your Indemnity.** You will indemnify Us against and hold Us harmless from all claims, demands, losses, liabilities, or expenses (including attorneys' fees and expenses) resulting from or arising out of (a) this MSA and Other Agreements or any of the Services, (b) any breach of any of Your representations, warranties, or agreements in this MSA and Other Agreements, (c) Your improper operation, mechanical failure, or failure to properly service or maintain any personal computer(s), smart phone(s), tablet(s) or other mobile device(s) in connection with any of the Services, or (d) in the case of Business Accounts, any misconduct or negligence of Your officers, employees, agents, or authorized signers in performing any of Your duties or functions hereunder.
- 19. Transfer of Funds** – We may, but are not obligated to, transfer funds from Your share or loan Accounts on Your written, oral, or electronic request. We may also make automated transfers, in Our sole discretion, to cover overdrafts from Your Checking Account, but are not obligated to do so. You agree that any such transfer(s) shall be either: in the exact amount authorized or overdrafted; or in increments as may be designated by Us. You understand

that transfer limits apply to transfers from some Accounts. You understand and agree that no transfer will be made unless there are sufficient available funds on deposit, or sufficient credit available on a loan Account, at the time of transfer.

**20. Facsimile Signatures** – A “facsimile signature” is any method used to authenticate an order other than a manual signature of a natural person’s name made by that person. Facsimile signatures include, but are not limited to, signature stamps or plates, computer generated symbols, and signatures produced by digital or other electronic means (“electronic signature”). If You use a signature facsimile machine or stamp, We may pay any order if the order bears a facsimile signature that resembles the appropriate facsimile signature on file with Us, regardless of how the facsimile signature came to be placed on the order. We may pay such orders even if the facsimile signatures were placed on the order without Your authority. We may pay such orders regardless of the persons to whom they are drawn or paid. You assume full responsibility for all payments We make in good faith over any facsimile signature resembling an appropriate specimen facsimile signature on file with Us.

**21. Unlawful Internet Gambling – Business Accounts only.** In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) and Federal Reserve Regulation GG, restricted transactions are prohibited from being processed through Your Business Account. Restricted transactions generally include, but are not limited to, those in which a Business accepts credit, electronic funds transfers, checks, or drafts from a person or Business in connection with unlawful internet gambling.

## D. ACCOUNT TERMS AND CONDITIONS

The following terms and conditions apply to all of Your Accounts.

**1. Deposits.** We will act as Your agent for the collection of all deposits to Your Account. We are not responsible for any deposit until it is actually received by Us. We have the right to supply Your endorsement to any non-cash deposits to Your Accounts. We may, in Our discretion, provide a receipt for any deposit presented to one of Our tellers, subject to later proof and verification. In those instances, We may perform such proof and verification after normal Business hours. All deposits are subject to Our verification before being credited to Your Account. You will be notified of any deposit discrepancies. We may accept deposits from any source, and We need not question the authority of the person making the deposit. We may refuse

to accept part or all of a deposit for any reason in Our sole discretion. We may refuse to cash a check against an Account and require the check to be deposited. We are not obligated to accept any deposit dated six (6) months or more prior to the time it is deposited, but We may do so in Our sole discretion. We also are not obligated to accept any deposit before the date listed on the order, but We may do so in Our sole discretion. We are not obligated to accept any deposit unless You write Your Account or other identifying number that We find acceptable on the deposit, but We may do so in Our sole discretion, and You authorize Us to write such number on the deposit on Your behalf. All deposits are received and credited by Us subject to final collection, to the extent permitted by applicable law. Regardless of any final settlement, if a deposit is returned to Us, We may, in Our discretion and without prior notice to You, either resubmit it for payment, deduct the amount of the deposit from Your Account, or place a hold on Your Account for the amount of the deposit until liability for the deposit is determined. Our Funds Availability Disclosure sets out Our rules on the availability of deposits. If a claim is made against Us for the recovery of all or any part of any deposit (including any items cashed by You) after final payment by Us on the grounds that such deposit was altered, bore a forged signature or endorsement, or was not properly payable, We may withhold or withdraw the amount of such claim from Your Account until resolution of the claim. For each “remotely created check” deposited into an Account, You warrant that the person on whose Account the check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check. A remotely created check is any check that does not bear a signature applied, or purported to be applied, by the person on whose Account the check is drawn. With respect to each deposit, You make to Us all representations and warranties that We make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule.

**2. Cash Transactions.** In order to accommodate Your cash needs, You may be required to provide 72-hour prior notice to Your branch of any anticipated large cash withdrawal. If You do not provide notice, Your request may not be fulfilled.

**3. (A) Orders/Checks.** We may refuse to honor any order if: there is a dispute about Your Account; the Account is garnished, attached, pledged, or subject to a right of offset; We cannot verify the availability of funds in the Account; any document We require has not been given to Us; or as otherwise specified in this MSA and Other Agreements or in Our Funds Availability Disclosure. We are not obligated to pay an order dated six (6)

months or more prior to the time it is presented for payment, but We may do so in Our sole discretion. If an order is presented for payment before the date written on the order, We may, in Our sole discretion, return it unpaid or pay it (unless You have provided Us with a timely notice of postdating in a form required by Us) without any liability to You. Any orders paid will be charged against Your Account or be handled as otherwise provided in this MSA and Other Agreements. Clearing Order: Checks clear in check number order from smallest to largest in each clearing file received. ACH debits and ATM/Debit Card transactions clear in the order they are presented in each clearing file received. We receive multiple clearing files per day; the stated clearing order is in reference to each individual clearing file received (NOT an aggregation of all clearing files). With prior notice to You, We may change this order and process withdrawals and pay orders in any sequence We determine, even if honoring a withdrawal or paying an order results in an available balance in Your Account insufficient to pay other orders that could have been paid. If We reasonably believe that any order represents unusual activity on Your Account, You authorize Us to reject the order and return it unpaid. If the returned order was not properly payable, You will hold Us harmless from any claims, losses, or damages as a result of not paying the order. We will not return the original checks to You. We will retain check copies (front and back) for seven (7) years and make them available to You upon request or You may view them via the Online/Mobile Banking Service. We may charge a fee for copies. Refer to Schedule of Fees.

**(B) Overdrafts. PLEASE READ THIS PROVISION CAREFULLY.**

The following is important information regarding Your Account balance, how orders are posted to Your Account, and when an overdraft fee will be charged. We are not obligated to pay any order presented against Your Account if the available balance in the Account is insufficient or uncollected. In Our sole discretion, We may pay an order even if the available balance in the Account is insufficient or uncollected and if We do, You agree that We may charge the amount of the overdraft against any Account from which any owner on the Account is entitled to withdraw funds or, alternatively and in Our sole discretion, treat the amount of the overdraft as a request for an advance from a loan Account of any owner and pay the overdraft by borrowing from the loan Account (subject to credit approval). Below is additional information concerning overdrafts and when overdraft fees will be assessed. "Overdraft" means there is not enough available balance in Your Account to pay for an order. Your Account has two kinds of balances: the "actual"

balance and the "available" balance. Both can be checked when You review Your Account through Online/Mobile Banking, at an ATM, by phone, or at a branch. It is important to know how the two balances differ so You understand when an overdraft fee will be assessed. Your "actual" balance is the total amount of funds in Your Account, without considering any deposit holds or preauthorization holds. Your "available" balance is the amount of funds in Your Account that are available to You to use without incurring an overdraft fee. The available balance does not include deposits before they are fully credited to Your Account and pending orders (such as pending debit card purchases) that have been authorized but that have not yet posted to Your Account. For example, if You purchase gas at a gas station using Your debit card, a merchant may seek authorization of the transaction before You complete Your purchase. In this case, a temporary authorization hold may be placed against the available funds in Your Account, but the actual purchase amount may not be posted to Your Account until one or more days after the temporary authorization hold was placed. This results in an available balance that is less than the actual balance for the period of time between the authorization and the posting of the debit. For purposes of determining whether Your Account is overdrawn, We will determine Your available balance at the time an order is presented for payment. For checks, ACH, and electronic bill payments, We will determine Your available balance at the time these items are presented to Us for payment. For debit card PIN transactions and ATM transactions, We will determine Your available balance at the time of the transaction. For debit card signature transactions, We will determine Your available balance when the merchant presents the order for payment, even if there were sufficient available funds at the time the debit card was presented to the merchant. In addition, it is very important to understand that You may overdraw Your Account even though the available balance or actual balance appears to show that there are sufficient funds to cover an order that You want to make. To accurately assess Your available and actual balance at any given time, it is very important that You keep an accurate running balance of all Your transactions. In all cases where an order is presented against insufficient available funds, whether or not We pay it, You agree to pay an overdraft fee in the amount specified in Our Schedule of Fees, which is updated periodically. Multiple deposit and withdrawal orders may be presented to Your Account throughout the day each day. You may be charged more than one overdraft fee if We pay multiple orders when Your Account is overdrawn. From time to time, We may offer a program that will cover overdrafts. If We do, We will inform

You about the program. If You have any questions about how We process transactions, Your balances or overdrafts, please call (301) 249-1800 or 888-NASA-FCU (627-2328).

4. **Transaction Limits.** The Credit Union limits certain withdrawals and transfers that may be made from Your Savings and Money Market Accounts. The following transactions (or any combination thereof) are limited to 6 per month: transfers where funds are automatically withdrawn from an Account to cover overdrafts in any of Your other Accounts; Contact-24 Transactions or other telephone transfers from an Account to other Accounts or third parties; Online/Mobile Banking Transactions from an Account to other Accounts or third parties; and pre-authorized, automatic transfers (ACH) made at a predetermined time to third parties or to Your other Accounts. There is no limit on the frequency or dollar amount of transfers for the purpose of repaying loans and associated expenses where the loan has been made to You by Us or is serviced by Us. There are no limitations on the number of Transactions that You conduct on any Account in person, by mail, or through an ATM. We will refuse any Transactions that are in excess of these limits and orders may be returned or cause an overdraft and applicable fees will be applied.
5. **Stop Payment Requests.** At Your risk, upon Your request, and subject to the provisions outlined below, We will accept a stop payment request on an order drawn on Your Account from any owner of or authorized signer on the Account. Stop payment requests may be made orally or in writing. A stop payment request form is available at Our branch offices or via Online/Mobile Banking. An oral stop payment request is effective for 14 calendar days following Our receipt unless confirmed by You in writing before the end of that time period. A written stop payment request is effective for six (6) months following Our receipt and must be renewed in writing. Stop payments made in Online/Mobile Banking are considered written requests and are valid for six (6) months following the request date. If You fail to renew a stop payment request before it expires, You will be deemed to have consented to payment of the Order. You will pay Our fee for stop payment and, where permitted by state law, You will hold Us harmless from all expenses and costs incurred by Us, including attorneys' fees, in stopping payment. Because Our processing of stop payment orders may be automated, You must provide Us with the exact: amount of the order; payee; order number; Account number; and any other information We may require. If all of this information is not correctly provided by You, We will not be liable if the order is paid. A stop payment request becomes effective only after We

have had a reasonable opportunity to act upon it. Our receipt of Your stop payment request is not timely and comes too late if: We have indicated in any manner that We will pay or honor the order as drawn (for example, notice comes too late if the order has been negotiated); the order is already in Our processing system; or We do not have a reasonable time to act upon it (and You and We agree that the receipt of Your stop payment request on the same day as the order is presented to Us does not give Us a reasonable time to act on the stop payment request). While payment of an order may be stopped, You may remain liable to any person, including Us, who is holder of the item despite the stop payment. If We re-credit Your Account after paying an order over a valid and timely stop payment request, You will transfer to Us all of Your rights against the payee or other holder of the order and assist Us in legal action taken against that person at a subsequent time. Special rules apply to cashier's checks and any other checks or payment guaranteed by You or Us. You may not stop payment on any Visa® Debit Card/ATM Card Transaction (except for certain Transactions authorized in advance to recur at substantially equal intervals). Special rules apply to certain electronic debits and to the extent this Section is inconsistent with those rules, the special rules apply. A check given to any merchant may be converted into an ACH Transaction. A request to stop payment on the converted check will depend upon Our ability to identify that particular ACH Transaction. Such a stop payment order must be provided to the Credit Union at such time and in such manner as to allow Us a reasonable opportunity to act upon the stop payment order prior to acting on the ACH Transaction. We will not be liable for incidental or consequential damages.

6. **Notice of Postdating.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge Your Account for a postdated check even though payment was made before the date of the check, unless We have received written notice of the postdating in time to have a reasonable opportunity to act. Because We process checks mechanically, Your notice will not be effective, and We will not be liable for failing to honor Your notice unless it precisely identifies the number, date, amount, and payee of the check. In any event, Our liability for failure to properly process a proper and timely notice of postdating is limited to Your actual losses, up to the amount of the check. If We re-credit Your Account after paying a postdated check over a proper and timely notice of postdating, You will transfer to Us all of Your rights against the payee or other holder of the check and assist Us in legal action taken against that person. A notice

of postdating must be made in writing and is effective for six (6) months following Our receipt and must be renewed in writing. If You fail to renew a notice of postdating before it has expired, You shall be deemed to have consented to payment of the check at any time. In any event, a notice of postdating will cease to be effective at the earlier of the date written on the check or the expiration of the notice of postdating, and the check may be paid by Us and charged against Your Account if presented to Us after that time.

- 7. Automated Processing and Clearing.** We have adopted automated processing and clearing procedures so that We can process the greatest volume of deposits and orders at the lowest possible cost to all members. These automated procedures rely primarily on information encoded at the bottom of each order in Magnetic Ink Character Recognition (MICR) characters/symbols or Electronic Processing Number (EPN) as applicable to the type of order. You agree that in paying or taking an order for collection We will rely on the MICR or EPN information and any other encoded information (even if inconsistent with other information on the order) and disregard any restrictive instructions such as "Void after 90 Days," or "Two Signatures Required for Amounts Over \$5,000". You will reimburse Us for any loss or expenses We incur because You issue or deposit an order containing such extra information. You agree that We do not fail to exercise ordinary care in paying an order if Our procedures provide for limited or no sight examination. We may require that You use checks printed at specific vendors specializing in check printing if Our processing equipment experiences higher than normal rejection rates of checks drawn on Your Account. If We impose this requirement, You will be responsible for any and all expenses associated with check printing and/or reprinting with the correct required information. We only process checks through the Federal Reserve System.
- 8. Access to Your Account by Third Party.** By giving information about Your Account to a third party, whether orally, electronically, or in writing, (for example, Your Account number, or the MICR information appearing at the bottom of Your order, or Your access numbers or devices), You are authorizing the third party to generate orders withdrawing money from Your Account. All orders generated by third parties who have Your Account information are deemed to be authorized by You. You authorize Us to honor those orders and We have no obligation to re-credit Your Account.

- 9. Power of Attorney.** You may name another individual (Agent) to act on the Your behalf using a written power of attorney. Except as prohibited by applicable law, We reserve the right, in Our sole discretion, to not recognize a written power of attorney or an individual agent/attorney-in-fact to act on an Account. We reserve the right, in Our sole discretion, to consult counsel regarding the meaning and scope of any written power of attorney and, where permissible by law, You agree to pay immediately upon Our request for the cost of any such consultation. If We do recognize a written power of attorney, the named attorney-in-fact (Agent) acts solely in that capacity for Your benefit, as You are the named owner(s) (Principal) of the Account. Regardless of the terms in a written power of attorney, there are a number of activities We do not allow an Agent to carry out on behalf of a Principal, and both Principal and Agent agree to these limitations on powers set forth in Our operational procedures, as may be revised from time to time. Both Principal and Agent certify that any funds deposited into or withdrawn from the Account are properly within the Agent's custody and may be lawfully deposited into or withdrawn from the Account in accordance with authority duly vested in the Agent and that We have no duty to verify the authority of the Agent to make particular deposits or withdrawals. Agent is not an owner of the Account, no funds in the Account belong to the Agent by reason of that capacity, and the Agent has no right of survivorship in the Account. We undertake no obligation to monitor transactions to determine that they are on Your behalf. If a written power of attorney is recognized, revocation or termination of the power of attorney shall be effective as to Us only after We have actual knowledge of the revocation or termination (which means We have received written notice of revocation or termination, or received a death certificate or court order), and then only after We have had a reasonable time to act upon such knowledge.
- 10. ACH and Other Transactions.** You agree to comply with all laws and regulations that apply to banking transactions, including the rules of the National Automated Clearing House Association (NACHA) for ACH transactions. The Credit Union as, Originating Depository Financial Institution (ODFI), reserves the right to audit the Originator's compliance with the origination agreement and NACHA rules. We are not required to give next day notice to You of receipt of an ACH item, and We will not do so. You agree that We will notify You of the receipt of ACH and other Transactions in the periodic statements We provide to You. NACHA rules provide that credit given by Us to You for ACH credit entries is provisional until We receive final settlement

for the entry through a Federal Reserve Bank or otherwise receive final payment. If We do not receive final settlement, We are entitled to a refund of the amount credited to You in connection with the entry, and the party that originated the payment to You shall be deemed to not have paid You. ACH deposits are posted to Your Account no later than the settlement date. If the ACH is posted to Your Account earlier than the settlement date, We reserve the right to place a hold on availability until the settlement date. For both ACH credits and debits and funds transfers into Your Account, the Account number will be the sole validation point for posting purposes regardless of whether the name of the receiver in the entry matches the name associated with the Account number in the entry. In Our sole discretion, We may return ACH credits and debits and funds transfers if member name or Account number do not match. Your liability for unauthorized Transactions is discussed in the Electronic Funds Transfer section of this MSA. If, in connection with a direct deposit plan, We deposit any amount in an Account which should have been returned to the federal government for any reason, You authorize Us to deduct the amount of Our liability to the federal government from the Account or from any other Account You have with Us, without prior notice and at any time, except where prohibited by law. We may also use any other legal remedy to recover the amount of Our liability.

Receivers of International ACH Transactions (IAT) should be aware that We may, from time to time, need to temporarily suspend processing of a transaction for greater scrutiny or verification against the Specially Designated Nationals (SDN) list. This action may affect settlement and/or availability of funds.

**11. Your Obligations.** This paragraph applies to non-Electronic Funds Transfer (EFT) Services. You will immediately report to Us any lost or stolen orders and any unauthorized action or transaction on Your Account. You will request a stop payment on any lost or stolen orders. We are not liable if We pay any lost or stolen order that is forged or altered if the order would not have been paid if You had reported or stopped payment on it in a timely manner. You will notify Us immediately if any confidential information about Your Account is disclosed to an unauthorized person. You are responsible for any action or transaction involving Your Account made with the use of such information. If You report any unauthorized action or transaction on Your Account, You will cooperate with Us in Our investigation of the claim and provide an affidavit and forgery report satisfactory to Us. You also will file a criminal

report against any suspected alleged wrongdoing. If You fail to do so or if You enter into any settlement or restitution agreement with a wrongdoer without Our consent, You waive any claims against Us. We have a reasonable time to investigate any claimed loss and We have no obligation to provisionally credit Your Account. Our maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could have been avoided had You exercised ordinary care. In no event will We be liable for special or consequential damages or for attorneys' fees. Refer to the Arbitration Agreement in Section J for additional information. We will not be liable for any orders that are forged or altered in such a way that such forgery could not be reasonably detected.

**12. Death or Incompetence of an Owner or Authorized Signer.** You agree to notify Us promptly if any person with a right to withdrawal funds from Your Account(s) dies or is adjudicated (determined by the appropriate official) incompetent. Without liability, We may continue to accept deposits, honor Your checks, orders and instructions until: (a) We know of Your death or adjudication of incompetence, and (b) We have had a reasonable opportunity to act on that knowledge. We may freeze, refuse, and reverse payments/ deposits belonging to the decedent if any owner or authorized signer dies or is declared by a court to be incompetent at Our sole discretion. We will require appropriate proof of death and proof of a claimant's authority before releasing funds in the Account to a third party or otherwise taking direction from a third party regarding the Account. We can require anyone who claims funds in Your Account after Your death to indemnify Us for any losses resulting from honoring that claim.

**13. Statutory Lien/Right of Offset.** You each agree that We may (without prior notice and when permitted by law) charge against and deduct from Your Account(s) any due and payable debt You owe Us now or in the future. Any indebtedness of any one of You or all of You, whether individual or joint, direct or indirect, primary or secondary, now owing or hereafter owing, may be charged to any Account in Your name or in Your name and the name of another or other Account owners, including Accounts held by married persons. This section does not apply to Your Account if prohibited by law. For example, neither Our contract rights nor rights under a statutory lien apply to Your Account if: (a) it is an Individual Retirement Account or similar tax deferred Account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect Our rights under any consensual security interest), or (c)

the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check, draft, or order when the dishonor occurs because We charge and deduct an amount You owe Us from Your Account. You agree to hold Us harmless from any claim arising as a result of Our exercise of Our Right of Offset.

**14. Account Statements.** Periodically We will mail a statement concerning activity in Your Accounts, or, if You elect electronic delivery, We will make eStatements concerning activity in Your Accounts available electronically via Online/Mobile Banking. For Consumer Accounts, statements will be sent only to one owner on Your Account, normally the primary Account holder. For Business Accounts, statements will be sent only to the first authorized signer listed on the Application. Sending periodic statements to a single address constitutes notice to all owners and any owner may change the address for sending statements. You understand and agree that Your original check or draft when paid, becomes property of the Credit Union and may not be returned to You, but copies may be retained by Us or payable through financial institutions and made available upon Your request. You understand and agree that statements are made available to You on the date they are mailed to You. You also understand and agree that checks or copies thereof are made available to You on the date the statement is mailed to You, even if the checks or drafts do not accompany the statement. You are responsible for examining each statement including check images and reporting any irregularities to Us. If You fail to receive a periodic statement You agree to notify Us within fourteen (14) days of the time You regularly receive a statement.

**15. Unauthorized Orders/Checks/Drafts/Deposits.** This Section applies to orders/checks/drafts (including demand drafts and substitute checks) deposited in or drawn on Your Account. Unless You notify Us of an unauthorized signature, unauthorized endorsement, alteration, or other discrepancy within a reasonable time (not to exceed 30 days) after We send or make available to You the Account statement, You cannot assert the unauthorized signature, unauthorized endorsement, alteration, or other unauthorized order/check or deposit against Us to recover any funds paid, collected or returned deposited, regardless of whether or not We are able to show a loss due to Your failure, and You cannot assert any unauthorized signature or alterations by the person on orders paid after the reasonable time stated above elapses, but before We receive Your notice. In any event, We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on

Your account if (1) You fail to notify us within sixty (60) days of the date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement and available in Online/Mobile Banking; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. You agree that the Credit Union's retention of checks or drafts does not alter or waive Your responsibility to examine Your statements or the time limit for notifying Us of any errors. The statement will be considered correct for all purposes and We will not be liable for any payment made or charge to Your account unless You notify Us in writing within the above time limit for notifying Us of any errors. You must notify Us of any other Account problem within the 60-day period or You lose Your right to hold Us liable for the problem. Special rules apply to certain transactions.

**16. Dispute Among Owners or Authorized Signers or Suspicious Activity.** If We believe that the authorized signers, owners, or persons acting on behalf of the signers or owners of an Account are in dispute concerning any aspect of the Account, that there will be a claim concerning all or a portion of the funds in an Account, or that there is suspicious activity involving the Account or misrepresentation made on any Credit Union application, in Our sole discretion, We may do any or all of the following things as appropriate: close the Account, deny the application(s), continue to act as set forth in this MSA and Other Agreements based upon the signature of any authorized signer as shown in Our records; place restrictions on Accounts or Services; freeze the funds in the Account pending resolution of the dispute or activity to Our satisfaction; or, except as expressly limited by law, regulation, or Our bylaws, deposit the funds from the Account into the registry of an appropriate court pending a court order establishing the parties who are authorized to withdraw funds from the Account or the rights of the parties to the funds.

**17. Legal Process Against an Account.** If We receive any notice of lien, process, garnishment, execution, attachment, or we are made a party to or must otherwise participate in any other proceeding relating to You or Your Account, We may withhold payments of as much of the balance in Your Account as may be required by law, or that we may reasonably determine may be the subject of the related claim/dispute, and pay such amount to the court, creditor, or other party in accordance with applicable law. We may charge a fee in connection with this process. We may also place a hold on Your Account for a reasonable period of time to permit the parties or Us an

opportunity to determine who has prior rights in the funds, to file additional legal proceedings, or to resolve the action informally. We are not liable for dishonoring orders because of insufficient available funds in Your Account due to a hold placed on the Account or resulting from service charges, setoffs, levies, garnishments, liens, claims, or other legal process.

- 18. Termination.** Subject to the Electronic Funds Transfer (EFT) Section in this MSA (if applicable), at any time, We may terminate Your right to conduct Transactions or use all or some Services. We may give notice of termination, but We are not obligated to do so. Your PIN or password may not be used after We terminate it, or after Your Accounts are closed. You may cancel Your right to use any Service by giving Us at least 4 Business Days' advance notice. Cancellation by one authorized signer cancels the Services for all. Termination or cancellation will not affect any liability incurred by You prior to termination or cancellation.
- 19. Inactive Accounts and Unclaimed Property.** Your Accounts will be classified as inactive if no deposit, withdrawal, or transfer from or to Your Account has been made in the last 12 months. Inactive Accounts may be charged an Inactive Account fee for each month Your Account is classified as inactive. See Schedule of Fees at [nasafcu.com/fees](http://nasafcu.com/fees). Transactions on Accounts classified as inactive may be delayed. Your Account will no longer be classified as inactive only after a qualifying transaction has occurred (deposit, withdrawal, or transfer). If there are insufficient funds to cover the inactive account fee, the membership par value (\$5.00) will be applied to the fee owed and You have 30 days to replenish the par value or Your Account will be closed and Your membership terminated. If You wish to re-establish Your Account in the future, You must complete a new Application and purchase a membership share in the Credit Union.

**Unclaimed Property:** Under law, property held by the Credit Union is presumed abandoned/unclaimed if there is no activity or correspondence after certain specified time periods, at which time the Credit Union must turn over (escheat) funds in the Account to the applicable state(s). You agree that as permitted under applicable law, abandoned/unclaimed Accounts may be subject to reasonable service charges. You agree that We are relieved of all responsibility if Your Account balance is turned over to a state.

## **20. Release of Account Information and Obtaining Information About You and In Connection With Your**

**Accounts.** We will disclose information to third parties about Your Account or the transactions You make on Your Accounts as permitted by applicable law, when necessary to complete a transaction, to verify the existence or condition of Your Account for a third party (such as a credit bureau or merchant), and as described in the privacy notice We give You from time to time. As a member of the Credit Union, You expressly authorize Us to contact Your employer and obtain information about You that We need, and You consent to the release of that information to Us.

## **E. ACCOUNT CLOSURE, LIMITATION OF SERVICES, AND EXPULSION**

You may close Your Account(s) through a signed written authorization form: for Consumer Accounts, the primary Account holder, however, We reserve the right in Our discretion to require the consent of all joint Account owners for termination of a joint Account; or for Business Accounts, any authorized signer.

We reserve the right to limit Your Services, including closing of Your Accounts (excludes account holding par value share) or suspending all Services with retention only of Your membership par value and the right to vote in Credit Union elections. Examples of instances where we may limit Your Services include (but are not limited to):

- Abusive or dangerous behavior toward Credit Union employees and/or others, whether by phone, email, or in person at a Credit Union facility.
- Violations of requirements of the Credit Union's Agreements, including this MSA and Other Agreements, and Loan Agreements.
- Fraud or attempted fraud or other suspicious activity.

We may but are not required to notify You when this occurs. Closing an Account does not release the owner(s) from the obligation to pay accrued fees or from liability for orders. Your Accounts may not be closed if any of Your Accounts are pledged as collateral and/or You have unpaid loans owed to Us until security satisfactory to Us has been arranged. We are not responsible for payment of any order after Your Account is closed.

In accordance with the Credit Union bylaws, Members may be expelled by: (1) non participation, in accordance with the board approved nonparticipation policy, which includes, but is not limited to, failure to maintain one share (\$5 par value); failure to use share, loan or other Services for a prolonged period; or (2) A Special Meeting of the Members where approval to expel members requires a two-thirds vote of the members present at the Special Meeting. Notice of the Special Meeting



will be sent to all members as required. Members subject to expulsion will be notified by mail at their last known address at least 14 days prior to the scheduled meeting.

In addition, membership in the Credit Union will be revoked without the formalities of expulsion for members whose true identity is called into question after membership has been established or if a member fails to complete payment of one share (par value \$5.00) within 30 days of admission to membership, or does not make a deposit sufficient to cover any increase in the value of one share. Additionally, if You are no longer a member, and You have previously engaged in the type of activity described in this section, You will not be permitted to re-establish membership.

## F. ADDITIONAL DISCLOSURES CONCERNING SPECIFIC CONSUMER ACCOUNTS

To be a member and maintain Accounts at the Credit Union, You must purchase one share in the Credit Union in a Prime Savings Account. The par value of a share in this Credit Union is \$5.00 (minimum balance) and must be maintained in the Prime Savings Account.

**Disclosures Concerning Dividends:** Unless stated otherwise in this MSA and Other Agreements or provided for in a separate agreement, the following terms apply to all dividend-bearing Accounts.

**Declaration of Prospective Dividends:** Dividends are paid from current income and available earnings of the Credit Union after required transfers to reserves at the end of the dividend period. The dividend rate and Annual Percentage Yield (APY) reflect the earnings the Credit Union anticipates having available for distribution.

**Rate:** The dividend rate on all dividend-bearing Accounts is a variable rate, except as otherwise noted below for Certificates. The dividend rate and the APY are disclosed on the Credit Union's website (available at [www.nasafcu.com](http://www.nasafcu.com)). The dividend rate and APY may change at any time as determined by the Credit Union's Board of Directors in its sole discretion.

**Balance Computation Method:** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the month. The average daily balance is calculated by adding the principal in the Account for each day of the month and dividing that figure by the number of days in the month.

**Compounding and Crediting:** Dividends are computed from the date of deposit to the date of withdrawal and are credited and compounded 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 follows the ending date of a dividend period, and for the example above, is February 1. If You close Your Account before dividends are credited, You will not receive the accrued dividends. There will be no dividends credited after You have caused a monetary loss to the Credit Union. If any dividend calculation produces an amount that is less than \$0.01, such amount will not be credited, will not be used for calculations for future dividend periods, and will not be paid.

**Date Dividends Accrue:** Dividends will begin to accrue on the Business Day that You make Your deposit.

**Fees and Charges:** Other fees and charges may apply based on the product, service, or transaction. For more information see the Schedule of Fees and Membership Rewards Program at [nasafcu.com](http://nasafcu.com).

**Transaction Limitations:** Transaction limitations described in this MSA and Other Agreements apply except as noted otherwise below. In addition, We reserve the right to require prior notice of Your intention to make a withdrawal not less than 7 days and up to 60 days before the withdrawal.

### PRIME SAVINGS AND SPECIAL SAVINGS ACCOUNTS

**Dividends:** See Disclosures Concerning Dividends above. Current rates are disclosed on the Credit Union's website.

**Minimum Balance Requirements:** For Prime Savings Accounts, the minimum balance required to open the Account and earn dividends is \$5 (which represents the value of one share). If the balance falls below \$5 at any time, the Account may be closed. For Special Savings Accounts, there is no minimum balance required to open the Account. See Balance Computation Method above.

**Fees and Charges; Other Requirements:** See Our Schedule of Fees at [nasafcu.com/fees](http://nasafcu.com/fees).

### HOLIDAY CLUB ACCOUNTS

**Dividends:** See Disclosures Concerning Dividends above. Current rates are disclosed on the Credit Union's website.

**Minimum Balance Requirements:** There is no minimum balance required to open the Account. See Balance Computation Method above.

**Fees and Charges; Other Requirements:** See Our Schedule of Fees at [nasafcu.com/fees](http://nasafcu.com/fees).

## IRA SAVINGS ACCOUNTS

Dividends: See Disclosures Concerning Dividends above. Current rates are disclosed on the Credit Union's website.

Minimum Balance Requirements: The minimum balance to open the Account is \$5.00. If the balance falls below \$5 at any time, the Account may be closed. See Balance Computation Method above.

Fees and Charges; Other Requirements: See Our Schedule of Fees at [nasafcu.com/fees](http://nasafcu.com/fees).

## EDUCATION SAVINGS ACCOUNTS

Dividends: See Disclosures Concerning Dividends above. Current rates are disclosed on the Credit Union's website.

Minimum Balance Requirements: The minimum balance to open the Account is \$5.00. If the balance falls below \$5 at any time, the Account may be closed. See Balance Computation Method above.

Fees and Charges; Other Requirements: See Our Schedule of Fees at [nasafcu.com/fees](http://nasafcu.com/fees).

## HEALTH SAVINGS ACCOUNTS (HSA)

Dividends: See Disclosures Concerning Dividends above. Current rates are disclosed on the Credit Union's website.

Minimum Balance Requirements: There is no minimum balance required to open the Account. See Balance Computation Method above.

Fees and Charges; Other Requirements: See Our Schedule of Fees at [nasafcu.com/fees](http://nasafcu.com/fees).

## MONEY MARKET ACCOUNTS

- (1) Premier Money Market Account (PMMA)
- (2) Premier Plus Money Market Account (PPMMA)
- (3) Premier Advantage Money Market Account (PAMMA)

Dividends: See Disclosures Concerning Dividends above. The rates for money market Accounts are disclosed on the Credit Union's website.

Minimum Balance Requirements:

- (1) **PMMA:** The minimum balance to open a PMMA is \$10,000. The applicable minimum balance must be maintained at all times. If funds in the Account fall below

the applicable minimum, the Account will be converted to an Account with lower balance requirements.

- (2) **PPMMA:** The minimum balance to open a PPMMA is \$40,000. The applicable minimum balance must be maintained at all times. If funds in the Account fall below the applicable minimum, the Account will be converted to an Account with lower balance requirements.

- (3) **PAMMA:** The minimum balance to open a PAMMA is \$25,000; however, after opening, there is no minimum balance required to maintain the Account. If the average daily balance for the month falls below \$10,000, then a fee will be assessed as provided in Our Schedule of Fees at [nasafcu.com/fees](http://nasafcu.com/fees).

Fees and Charges; Other Requirements: See Our Schedule of Fees at [nasafcu.com/fees](http://nasafcu.com/fees).

## CHECKING ACCOUNTS

### (1) Everyday Checking Account:

Dividends: There are no dividends paid on the Account.

Minimum Balance Requirements: There is no minimum balance required to open or maintain the Account.

Transaction Limitations: There are no transaction limitations for the Account.

Fees and Charges: A monthly Account fee will be assessed on the last day of each month as reflected in our Schedule of Fees. You may avoid the monthly Account fee by: (1) receiving direct deposit of at least \$500 per month; or (2) maintaining an average daily balance of \$200.

### (2) Premium Checking Account:

Dividends: There are no dividends paid on the Account.

Minimum Balance Requirements: There is no minimum balance required to open or maintain the Account.

Transaction Limitations: There are no transaction limitations for the Account.

Fees and Charges: A monthly Account fee will be assessed on the last day of each month as reflected in our Schedule of Fees.

### (3) Elite Checking Account:

**Dividends:** See Disclosures Concerning Dividends above. Current rates are disclosed on the Credit Union's website.

**Minimum Balance Requirements:** There is no minimum balance required to open or maintain the Account.

**Transaction Limitations:** There are no transaction limitations for the Account.

**Fees and Charges:** A monthly Account fee will be assessed on the last day of the month as reflected in our Scheduled of Fees.

## CERTIFICATES

**Dividends:** See Disclosures Concerning Dividends above. Current rates are disclosed on the Credit Union's website. The dividend rate and APY for Your certificate Account will be disclosed on Your certificate disclosures provided the day of deposit and on Your periodic statements. The APY is based on the assumption that dividends will remain on deposit until maturity. Withdrawals of dividends prior to maturity will reduce earnings.

**Minimum Balance:** The minimum balance requirements applicable to each certificate Account are disclosed on the Credit Union's website. See Balance Computation Method above.

**Time Requirements (Maturity Date):** Available terms are disclosed on the Credit Union's website. Your certificate will mature as noted on Your certificate disclosures and periodic statements.

**Fees and Charges; Other Requirements:** See Our Schedule of Fees at [nasafcu.com/fees](http://nasafcu.com/fees).

**Early Withdrawal Penalties:** *Certificates with terms up to 24 Months:* Withdrawal of principal funds from Your certificate Account before maturity will result in the loss of 182 days of dividends on the amount withdrawn or, if the funds withdrawn have been in the Account for less than 182 days, the loss of all dividends on the amount withdrawn. *Certificates with terms greater than 24 months:* Withdrawal of principal funds from Your certificate Account before maturity will result in the loss of 365 days of dividends on the amount withdrawn or, if the funds withdrawn have been in the Account for less than 365 days, the loss of all dividends on the amount withdrawn. If

the funds withdrawn bring the balance below the required minimum, the certificate must be redeemed and dividends will be forfeited, in accordance with the term of the certificate. Penalties shall not be applied if the withdrawal is made: (1) subsequent to the death of any certificate account owner; or (2) subsequent to the withdrawal of an Individual Retirement Account (IRA) required minimum distribution (RMD). There are no penalties for withdrawing dividends paid on the Account. Upon renewal only the dividends earned after the renewal date are available for withdrawal without penalty.

**Renewal Policies:** Upon maturity, Your certificate Account will automatically renew for the term disclosed at the certificate opening unless instructed otherwise. A renewal notice will be provided by the Credit Union at least 10 days prior to maturity. You will have a grace period of at least 10 calendar days after the maturity date to withdraw the funds in the Account without being charged an early withdrawal penalty. If You withdraw the funds, no dividends will be paid for the grace period.

## G. FUNDS AVAILABILITY DISCLOSURE

### This Section applies only to Consumer Accounts.

This disclosure describes Your ability to withdraw funds at NASA Federal Credit Union. It only applies to the availability of funds in transaction Accounts (i.e., checking Accounts). The Credit Union reserves the right to delay the availability of funds deposited to Consumer and/or Business Accounts that are not transaction Accounts for periods longer than those disclosed in this Section.

The Credit Union will follow the guidelines contained in the federal regulation Availability of Funds and Collection of Checks (Regulation CC – 12 CFR 229), in determining the delay of funds from deposits of checks, money orders, and traveler checks. During the delay, You may not withdraw funds from the deposit in cash, the funds will not be used to pay checks You have written, and the funds will not be available for electronic transactions. In certain instances, funds from these items will be available immediately, as described in this disclosure.

You agree to be responsible for checks You deposit that are returned to Us unpaid and any other claims against checks you deposit.

**Determining the Availability of a Deposit.** When We delay the availability of a deposit, the length of the delay is determined by counting the Business Days up until 5:00 PM from the date of Your deposit. Every day is a Business Day, except Saturdays, Sundays, and

federal holidays. If You make a deposit at an ATM that We own or operate after 12:00 PM or on a day We are not open, We will consider the day of deposit to be the next Business Day. The length of the delay may vary depending on the type of the deposit and is explained below.

**Same-Day Availability.** Funds from electronic direct deposits to Your Account will be available on the day We receive the deposit.

**Next-Day Availability.** Funds from the following deposits are available no later than the first (1st) Business Day after the day of Your deposit:

- U.S. Treasury checks that are payable to You
- Wire Transfers
- Checks or drafts drawn on NASA Federal Credit Union

**Next-Day Availability for Certain Deposits Made In Person.**

Funds from the following deposits are available no later than the first (1st) Business Day after the day of Your deposit if You make the deposit in person to one of Our employees. If You do not make Your deposit in person to one of Our employees (for example, deposits made at a Proprietary ATM or mailed to the Credit Union), funds from these deposits will be available no later than the second (2nd) Business Day after the day We receive Your deposit:

- Cash
- State and local government checks (DC, MD, and VA)
- Cashier's, certified, teller, and official bank checks
- Official Payroll Checks (as We define them from time to time)
- Federal Reserve Bank checks
- Federal Home Loan Bank checks
- U.S. Postal Service money orders

**Availability of Other Check Deposits.** The first \$225 from the aggregate of deposits will be available no later than the first (1st) Business Day after the day of deposits made in person. The remaining funds will be available on the second (2nd) Business Day after the day of Your deposit.

**Longer Delays May Apply.** Additionally, funds deposited by check may be delayed for a longer period under the following circumstances:

- There is reason to believe a check You deposit will not be paid
- You deposit checks totaling more than \$5,525 on any one day
- A check is re-deposited that has been previously returned unpaid
- You have overdrawn Your Account and/or have had return deposits repeatedly in the last 6 months
- There is an emergency, such as a failure of computer or communication 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 (7th) Business Day after the day of Your deposit.

**Special Rules for New Accounts.** If You are a new member, the following special rules will apply during the first thirty (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 cashier's, certified, travelers, and federal, state and local government checks will be available on the next Business Day after the day of Your deposit if that deposit meets certain conditions. For example, the checks are payable to You. The excess over \$5,525 will be available on the ninth (9th) Business Day after the day of Your deposit.
- If Your deposit of these checks (other than U.S. Treasury check payable to You) is not made in person to one Our employees, the first \$5,525 will not be available until the second (2nd) Business Day after the day of Your deposit.
- Funds from all other checks will be available no later than the ninth (9th) Business Day after the day of Your deposit.

**Proprietary and Non-Proprietary ATMs.** Proprietary ATMs are owned and operated by NASA Federal Credit Union and our name is displayed on the ATM. Deposits made at Proprietary ATMs will generally be available on the second (2nd) Business Day after the day of deposit.

Non-Proprietary ATMs (aka Foreign ATMs) are machines that We do not own or operate. Deposits made in cash or check at non-proprietary ATMs will be available no later than the fifth (5th) Business Day after the day of the deposit. No funds are made available until the hold is released.

**When depositing or cashing a check, please note:**

- 1. Rights:** We reserve the right to verify the availability of funds from checks You present for deposit or cashing. Additionally, We reserve the right to hold funds already on deposit when cashing checks or check-like items. Those funds will be available at the time funds from the check(s) We cashed would have been available if You had deposited the item(s).
- 2. Endorsements:** Endorse checks exactly as printed in the payee line.
- 3. Multiple-Payee and Third Party Checks:** *Multiple-payee (checks made payable to more than one person).* If a check

payable to two or more persons is ambiguous as to whether it is payable to the persons together or apart, it may be negotiated by any one of the payees (that means a check payable to more than one person that does not include the word “and” between the names may be negotiated by any one of the persons named on the check). *Third Party (checks payable to one party who endorses the check over to another party)*. All payees must endorse the check regardless of the amount. Third party checks will be accepted for deposit at Our sole discretion. *Multiple-payee and third-party checks in excess of \$500*. All payees must be present (with valid identification) or named on the Account in order for the Credit Union to accept these items for deposit or cashing.

4. **State or Local Government, U.S. Treasury Checks, and Insurance Checks:** These items must be endorsed exactly as printed and all parties named on the check(s) must be present (with valid identification) or named on the Account of deposit in order for the Credit Union to accept these items for deposit or cashing. Regardless of the amount, We do not accept third party checks referenced in this section.
5. **Night Depository:** Deposits made at the night depository are considered made on the Business Day that the item is removed from the depository.

## H. ELECTRONIC FUNDS TRANSFERS

This Section of this MSA contains important information about Our electronic banking Services. This Section applies to all Accounts except where it is stated otherwise. The terms of this Section include the instructions and other material provided by the System (as defined below) for the EFT Services You access. Part 1 of this Section contains terms and disclosures that apply to all EFT Services not otherwise defined in this MSA and Other Agreements. Parts 2 through 4 of this Section contain additional information that applies to specific types of EFT Services not otherwise defined in this MSA or Other Agreements. Part 5 of this Section applies to Business Accounts.

**DEFINITIONS:** In addition to terms defined elsewhere in this MSA and Other Agreements, in this Section these words have the following meanings:

*ATM* means an automated teller machine either operated by the Credit Union or that is part of a network that accepts the Card.

*Card* means the access device We issue to You that permits You to use ATMs, POS Terminals, and, in the case of Visa® Debit Cards only, merchants and financial institutions who accept Visa® to conduct

Transactions. The term includes ATM Cards (that bear Our logo, but not the Visa® logo) and Visa® Debit Cards.

*EFT Service(s)* means electronic banking Services, including ATM Cards, Visa® Debit Cards, electronic direct deposits and debits (ACH), Contact-24, and one-time electronic fund transfers initiated using information from a check. EFT Service does not mean Online Banking or Mobile Banking.

*PIN* means the Personal Identification Number or personal security code, whether one or more than one, that You choose or We assign that allows You to access one or more EFT Services.

*POS Terminal* means an electronic Point-Of-Sale terminal that is part of a network that accepts the Card to pay for purchases from Your checking Account.

*System* means the components that permit You to make Transactions through the EFT Services, such as ATMs, POS Terminals, telephone lines and equipment, and the ACH system.

*Visa® Purchase(s)* means the use of a Visa® Debit Card to purchase goods or Services from a merchant, or to obtain cash from a Visa® member bank branch, and the Transaction is processed through the Visa® Network.

1. **General Terms.** This Part contains terms and disclosures that apply to all EFT Services except where it is stated otherwise.
  - a. **Designation of Accounts and Request for EFT Services.** You request Us to include Your Accounts and EFT Services that You designate in the future through a method acceptable to Us. You promise that You are authorized to make all such requests and to have such Accounts and EFT Services included.
  - b. **Your Liability for Unauthorized Transfers - This paragraph applies to only Consumer Accounts.** If You believe Your Card has been lost or stolen, or that Your PIN has been discovered by someone else, or that someone has conducted or may conduct a Transaction without Your permission, or if You believe a Transaction has been made using the information from Your check without Your permission, contact Us immediately by telephone as described in the Agreement under “Notice”. Calling Us is the best way to reduce possible losses. You could lose all the money in Your Accounts (plus Your maximum overdraft line of credit). If You learn of the loss or theft of Your Card/PIN and tell Us within 2 Business Days, You can lose no more than \$50 if someone used Your Card/PIN without Your permission. If You do NOT tell Us within 2 Business Days after You learn of

the loss or theft of Your Card/PIN, and We can prove We could have stopped someone from using Your Card/ PIN without Your permission if You had told Us, You could lose as much as \$500.

*This paragraph applies only to Consumer Accounts.* If Your statement shows Transactions that You did not make, including those made by Card, PIN code, or other means, notify Us at once. If You do not notify Us within 60 days after the statement was issued to You, You may not get back any money You lost, if We can prove that We could have stopped someone from taking the money had You told Us in time. If good reasons (such as long trips or a hospital stay) kept You from telling Us, We will extend the time periods to a reasonable limit. Notice of lost Cards or PINs or unauthorized Transactions is considered given to Us either in person, by telephone, or in writing. If You notify Us in writing, notice is considered given at the time You place the notice in the mail or when You deliver the notice for transmission by any other means.

*This paragraph applies to both Consumer Accounts and Business Accounts.* You will not be liable for any unauthorized Visa® Purchases unless We determine that You were negligent or fraudulent in the handling of Your Account or Visa® Debit Card.

- c. Errors or Questions About Your Electronic Transactions.** Contact Us at the telephone number or address below as soon as possible, if You think Your statement or receipt is wrong or if You need more information about a transfer listed on the statement or receipt.

NASA FEDERAL CREDIT UNION  
PO BOX 1588  
BOWIE, MD 20717  
301.249.1800; 888.627.2328  
Business Days: Monday-Friday Excluding Federal Holidays

- (i) Tell Us Your name and Account number (if any).
- (ii) Describe the error or the Transaction You are unsure about, and explain as clearly as possible why You believe it is an error or why You need more information.
- (iii) Tell Us the dollar amount of the suspected error.

*This paragraph applies only to Consumer Accounts.* We must hear from You no later than 60 days after We sent the

first statement on which the problem or error appeared. If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 Business Days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 Business Days, We may not credit Your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, We may take up to 90 days to investigate Your complaint or question. For new Accounts, We may take up to 20 Business Days to credit Your Account for the amount You think is in error. We will tell You the results within 3 Business Days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask Us for copies of the documents that We used in Our investigation.

*This paragraph applies to both Consumer Accounts and Business Accounts.* If You have given written notice of an unauthorized VISA® Purchase, We will recredit Your Account provisionally within 5 Business Days of Our receipt of the notice unless We determine that the circumstances or Your Account history warrants a delay.

- d. Periodic Statements; Receipt and Confirmation.** You will receive a monthly statement for any Account that has a Transaction that month. In any event, You will get a statement at least quarterly.
- e. Limitations on Frequency and Dollar Amount of Transactions.** Credit Union limits on transfers and withdrawals from certain Accounts are discussed in this MSA and Other Agreements. There are additional limitations on the dollar amount and/or number of Transactions that You may make under the various EFT Services per day, and they are discussed in greater detail in this MSA and Other Agreements or in product terms applicable to specific EFT Services (which We may change from time to time, in Our discretion). In all cases, security concerns may lead to other limits on the number or dollar amount of Transactions You may make from time to time.

**f. Liability for Incomplete Transactions.** If We do not complete a Transaction to or from Your Account on time or in the correct amount according to this Section, Our potential liability to You is set forth in other parts of this Section. However, there are exceptions to Our liability in all cases. We will NOT be liable, for instance:

- If, through no fault of ours, You do not have enough money (i.e. insufficient available funds) in Your Account to make the Transaction.
- If the Transaction would go over the credit limit on Your overdraft line.
- If the ATM where You are making the Transaction does not have enough cash.
- If the System was not working properly and You knew about the breakdown when You started the Transaction.
- If circumstances beyond Our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that We have taken.
- If You have not properly followed instructions for operation of the System.
- If the funds in Your Account are subject to a “hold” due to legal process, similar encumbrance or as otherwise permitted in this MSA and Other Agreements.
- If the Transaction would exceed one of the established limits contained in this part of this MSA and Other Agreements
- If We did not receive a direct deposit instruction.
- If the Account is inactive or closed.
- If Your own components making up the System were not functioning properly.
- If We received incomplete or inaccurate information from You or a third party involving the Account or Transaction.
- If We have a reasonable basis for believing that unauthorized use of Your PIN or Account has occurred or may occur.
- If We or You have terminated this Section of this MSA and Other Agreements, Your right to access one or more EFT Services, or closed Your Account.

In addition, there may be other limitations for the particular EFT Service.

*This paragraph applies only to Consumer Accounts.* Except as provided above, if We do not complete a Transaction to or from Your Account on time or in the correct amount according to this Section, We will be liable for Your direct losses or damages, to the extent provided by applicable law.

**g. Disclosure of Account Information to Third Parties.**

We will disclose information to third parties about Your Account or the Transactions You make:

- When it is necessary for completing Transactions
- To verify the existence and condition of Your Account for a third party, such as a credit bureau or merchant
- In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to Our supervisory agency
- As permitted by applicable state law
- As permitted by federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act
- As described in any privacy notice We give You from time to time

**h. Availability of the EFT Services.** Generally, You can use the EFT Services to access Your Accounts 24 hours a day, 7 days a week. It may be necessary for Us to suspend access to the EFT Services on a regular basis to perform maintenance tasks.

**i. Charging Your Account.** You authorize Us to charge the Account You designate for each Transaction and You will have a sufficient available balance in the Account for this purpose. Refer to Sections 2 through 4 below for more information on the posting of Transactions. If any Transaction You request exceeds the sufficient available balance in the Account either at the time You request the Transaction or at any later time that Your Account is scheduled to be debited, We need not make such Transaction and will not be liable to You if We don't. If We elect to make such Transaction, an overdraft will be created.

**j. Fees.** See Our Schedule of Fees ([nasafcu.com/fees](https://www.nasafcu.com/fees)).

**k. Termination.** At any time, We may terminate Your right to make Transactions or cancel this Section of this MSA and Other Agreements. We may give notice of termination or cancellation, but We are not obligated to do so. Your Card and/or PIN may not be used after We terminate it, or after

Your Accounts are closed. You may terminate or cancel Your right to use any EFT Service by giving Us notice. Your notice of termination will become effective no later than the end of the first Business Day following Our receipt of Your notice. Termination by one Account owner terminates the Card Service (and its PIN) only for that owner; termination of the Contact-24 service by one Account owner terminates Contact-24 for all Account owners. Termination will not affect any liability incurred by You prior to termination.

## I. Preauthorized Payments.

### (i) Right to Stop Payment and Procedure for Doing So.

If You have told Us in advance to make regular payments out of Your Account, You can stop any of these payments. Call Us or write to Us at the telephone numbers and address indicated in this MSA under “Notice” in time for Us to receive Your request 3 Business Days or more before the payment is scheduled to be made. You must tell Us the company name of the payee-originator and the debit amount. Within 14 days, You must put Your stop payment request in writing (if You called Us). Within 14 days, You also must give Us a copy of the notice to stop Transactions You gave to the payee-originator or We may honor subsequent debits to Your Account by the same payee-originator. There is a fee for stopping payment.

### (ii) Liability for Failure to Stop Payment of Preauthorized Payments.

If You order Us to stop a preauthorized payment from Your Account 3 Business Days or more before the Transaction is scheduled, and We do not do so, We will be liable for Your losses or damages if applicable law requires that We must be liable.

## 2. ATM, Visa® Debit Card use, ATM Services, and POS

**Services.** This Part governs Your use of Cards, ATM Services, and POS Services, in addition to the terms in Part 1 above.

- a. **Lost or Stolen ATM Cards or Visa® Debit Cards.** To report a lost or stolen ATM Card or Visa® Debit Card, call the telephone numbers indicated in this MSA under “Notice”.
- b. **Use of the Card and PIN;** Only the individual to whom the Card has been issued may use the Card and PIN. We are not responsible for any loss if You let someone use Your

Card or PIN to include use via Smartphone, even if their use exceeded Your instructions. You agree to tokenize or otherwise link your Cards to a device that you own and that only you can access. Transactions at an ATM or POS Terminal by the use of the Card and Your PIN (if required) shall be deemed to be Transactions made or authorized by You, except as otherwise provided by law. You may not use Your Card for illegal gambling or for any illegal purpose. If You use Your Card for illegal transactions, You waive any right to sue Us for such illegal transactions. You agree to indemnify and hold Us harmless from any suits or other legal action or liability, directly or indirectly, relating from such illegal transactions.

The Card is Our property. We may revoke or limit all Cards without liability or advance notice. You will give the Card back to Us when We ask. You will not keep Your PIN with Your Card or write Your PIN on Your Card, the Card carrier, or any paper You carry with the Card. A Card with the PIN written on it will be confiscated and privileges may be revoked. We may cause an ATM to retain Your Card without notice to You. You may cancel ATM Service or use of Your Card at any time after You give Us written notice of cancellation. Your cancellation of ATM Service or Your Card may act as a cancellation for any other persons on Your Accounts who have been issued their own Cards. Any cancellation will not affect liability You incurred prior to termination.

- c. **Charges in Foreign Currency.** Visa® converts any Transaction made to the Visa® Debit Card (purchase, credit, cash disbursement, ATM, or reversals) in foreign currency to U.S. dollars. The currency conversion procedure that Visa® Inc. uses multiplies the foreign currency Transaction by an exchange rate to convert it into a U.S. dollar amount. The exchange rate is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate is subject to change by Visa®. The date the exchange rate is applied by Visa® is either the date the Transaction is processed or the day before the date the Transaction is processed. This means that the exchange rate applied to Your foreign Transaction may differ from the rate on the date of Your Transaction. In addition, an International Transaction Fee of 1% of the Transaction



amount will be assessed and will be shown independently of the Transaction on Your statement.

- d. Transaction Business Days.** Transactions made on Saturdays, Sundays, banking holidays, or after the close of business on normal Business Days will be posted the next Business Day.
- e. Types of Transactions.** You may use Your Card and PIN at any NASA Federal Credit Union ATM to:
  - Make deposits into Your Account(s)
  - Withdraw cash from Your Account(s)
  - Transfer funds between Your Account(s)
  - Check Your Account balance
  - Make loan payments on Your Credit Union loan(s)
  - Perform any additional options available at the ATM You are using

You may use Your Card and PIN at any non-NASA Federal Credit Union ATM that is part of a network that accepts the Card to:

- Withdraw cash from Your Account(s)
- Transfer funds between Your Account(s)
- Determine the available balance in Your Account(s)
- f. Purchases at POS Terminals.** You can buy goods and services with Your Card and PIN at any POS Terminal that is part of a network that accepts the Card. Payment for these purchases will be withdrawn from Your Checking Account. As part of the purchase, You may be able to get cash back, depending on the policies of the merchant of the goods or services.
- g. Visa® Debit Card use to Obtain Cash Advances and Make Visa® Purchases.** In addition to using Your Visa® Debit Card at ATMs and POS Terminals, Your Visa® Debit Card is accepted at any Visa® merchant location or any Visa® member bank branch. You can use Your Visa® Debit Card and Your signature to make Visa® Purchases at Visa® merchant locations just as You would with a credit card. You also can use Your Visa® Debit Card and signature to obtain cash advances at any member bank branch. Using Your Visa® Debit Card is another way of accessing Your Checking Account and each use will result in a debit against Your Checking Account. You authorize Us to debit or credit, as applicable, Your Checking Account for the total amount of

any purchase, authorization request, cash withdrawal, or credit voucher originated by use of the Visa® Debit Card.

- h. Non-Visa® Debit Transaction Processing.** We have enabled non-Visa® debit transaction processing. This means You may use Your Visa® Debit Card on a PIN-Debit Network\* (a non-Visa® network) without using a PIN. The non-Visa® debit network for which such transactions are enabled is STAR. There are two ways Visa® Debit Card transactions can be processed:

- 1) Visa® Network:** Examples of the types of actions that may be required to initiate a Visa® Purchase on Your Visa® Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.
- 2) PIN-Debit Network:** Examples of the types of actions that may be required to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having Your identity verified using known information derived from an existing relationship with You instead of through use of a PIN.

The provisions of this MSA and Other Agreements relating only to Visa® Purchases do not apply to non-Visa® transactions. For example, the additional limits on liability (sometimes referred to as Visa® zero-liability program) and the streamlined error resolution procedures offered for Visa® Purchases in Part 1 above do not apply to Visa® Debit Card transactions processed on a PIN-Debit Network.

- i. Limitations on Dollar Amount of Transactions with Your Card.** We may set daily Transaction limits for POS Terminal purchases with a Card when a PIN is required, including cash back at POS Terminals (if available), We may also set daily Transaction limits for using a Visa® Debit Card to make Visa® Purchases when no PIN is required. We or the ATM owner may set additional limits on the amount of cash You may withdraw at ATMs in one Transaction or during a specified period of time. In any event, no withdrawals may exceed the available balance of Your

Account (plus any overdraft credit line) from which the withdrawals or purchases are made. Other limitations are discussed in Part 1 above.

- j. Fees.** When You use an ATM not owned by Us, You may be charged a fee by the ATM operator or any network used (and You may be charged a fee for a balance inquiry even if You do not complete a funds transfer). These fees are in addition to any fee We charge to perform withdrawals at non-NASA Federal Credit Union ATMs.
- k. Stop Payments.** You do not have the right to stop payment on any Transaction originated by use of Your Visa® Debit Card except for preauthorized payments.
- l. Receipts.** At Your option, You will receive a printed record after each successful ATM Transaction. When You use Your Card to perform Visa® Purchases or Transactions at POS Terminals, Your copy of the sales slip will be Your receipt.
- m. ATM and Night Depository Security.** Here are some important security tips to remember about Your Card and PIN and when conducting ATM or Night Depository transactions. You should keep Your Card secure, and:
  - Treat Your Card like cash. Keep Your Card in a safe place so it cannot be lost or stolen.
  - Memorize Your PIN. Never write it on Your Card or store it with Your Card.
  - Check Your Card receipts against Your monthly statement to guard against fraud.
  - Report lost or stolen Cards immediately. Even though Your Card cannot be used without Your PIN at an ATM, it is important to contact Us as soon as You discover Your Card is missing

**When using ATMs or Night Depositories You should:**

- Be aware of Your surroundings, particularly during the hours of darkness.
- Be accompanied by another person during the hours of darkness.
- Refrain from displaying cash, place cash in a pocket as soon as the transaction is completed, and count cash in the safety of a locked enclosure such as a car or home.
- Use another location or return at a later time if anything suspicious is noticed.
- Cancel a transaction, place the access device in a pocket and leave if anything suspicious is noticed.

- Immediately report all crimes to Us or the operator of the location and to local law enforcement officials.

**3. Electronic Check Conversion and Direct Deposit and Direct Debit Service.** This Part governs Your use of Electronic Check Conversion and Direct Deposit and Direct Debit Services, in addition to the terms in Part 1 above.

- a. One-time electronic payments.** You may authorize a merchant or other payee to make a one-time electronic payment from Your Checking Account using information from Your check to:
  - Pay for purchases
  - Pay bills
- b. Recurring direct deposits and withdrawals.** We support recurring deposits directly into any of Your Accounts. This is a pre-authorized credit for items such as social security or payroll automatically deposited into Your Account (direct deposit). We also support recurring withdrawals directly from Your Account that You authorize for automatic payment of loans, Services, insurance premiums, etc., called direct debits or regular payments.
- c. Fees.** Refer to the Schedule of Fees ([nasafcu.com/fees](http://nasafcu.com/fees)).

**4. Contact-24.** This Part governs Your use of Contact-24 Services, in addition to the terms in Part 1 above. Contact-24 generally gives You telephonic access to Your Accounts 24 hours a day, 7 days a week. A PIN must be used to access Your Accounts.

- a. You may access Your Account through Contact-24 (Telephone Banking) to:**
  - Obtain balance and statement information
  - Review recent transaction information
  - Get loan advances from Your lines of credit with Us
  - Transfer funds between Your Accounts or loan Accounts
  - With authorization, transfer funds to other members' Accounts
  - Request information and apply for other Credit Union products/Services

**b. Limitations on the Dollar Amount of Transactions.** You may transfer the available balance from one Account to another Account. Limitations may apply.

- c. **Fees.** Refer to the Schedule of Fees ([nasafcu.com/fees](https://nasafcu.com/fees)).
5. **Additional Terms for Business Account Electronic Transactions - This paragraph applies only to Business Accounts.** If any provision in this Part conflicts with another provision in this Section, the provision in this Part controls.
- a. **Cardholders.** Cardholder means You and any persons You authorize to use the Card. Each Cardholder will receive a Card with a unique card number. Each Card will bear the business name as well as the name of the individual Cardholder. You agree to provide each Cardholder with a copy of this MSA and Other Agreements. Each Cardholder is jointly and severally liable with You for all Transactions made with all Cards issued at Your request now or in the future. If a Cardholder leaves Your employ, the Cardholder remains liable for Transactions made on the Cards until the Cardholder notifies Us to block the Cards and prevent further use.
- b. **Business Purpose.** You understand and agree that each Card may be used only for business purposes and that the Card will not be treated as a consumer access device under the provisions of the Electronic Funds Transfer Act or any other State or Federal Law. You will not have the benefit of any limitation of liability with respect to unauthorized use of any Card. You agree to accept all risk associated with the use of any Card.
- c. **Responsibility and Liability for Transactions.** You are solely responsible for the security of Your PIN and all uses of Your Card. All Transactions made with Your PIN and/or Card are conclusively presumed to have been authorized by You. Except to the extent provided in this MSA and Other Agreements for Visa® Purchases, We shall have no liability to You for any unauthorized Transaction made using Your PIN and/or Card that occurs before You have notified Us of possible unauthorized use and We have had a reasonable opportunity to act on that notice.

We have no liability for failing to complete a Transaction to or from Your Account in time or in the correct amount under any circumstances listed in this MSA and Other Agreements. In other cases, if We fail or delay in making a Transaction pursuant to Your instructions, or if We make a Transaction in an amount which is less than the amount in Your instructions, then (unless otherwise required by law) Our liability shall be limited to dividends on the amount

which We fail to timely pay or transfer, calculated from the date on which the Transaction was to be made until the date it was actually made or You notify Us of the problem, whichever occurs first, but in no event to exceed 30 days' dividends. We may pay such dividends either to You or the intended recipient of the Transaction, but in no event shall We be liable to both parties, and Our payment to either party shall fully discharge any obligation to the other.

If We make a Transaction in an amount which exceeds the amount in Your instructions, or if We permit an unauthorized Transaction after We have had a reasonable time to act on notice from You of possible unauthorized use, then (unless otherwise required by law) Our liability shall be limited to a refund of the amount erroneously paid or transferred, plus dividends on that amount from the date of the Transaction to the date of the refund, but in no event to exceed 30 days' dividends. If We become liable to You for dividends under this MSA or Other Agreements or applicable law, such dividends shall be calculated based on the lowest dividend rate We are then paying on Our deposit Accounts. In no event shall We be liable for dividend compensation unless We are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy.

**Unless otherwise required by law, in no event shall We be liable to You for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if We are advised in advance of the possibility of such damages.**

You agree to reimburse Us and indemnify Us for any loss or expense We incur and for any claim made against Us in providing Services to You, including any reasonable legal fees We have in this regard.

- d. **Authentication.** We reserve the right, in Our sole discretion, to authenticate any request for a Service prior to providing that Service. We are entitled to rely on any communication, instrument, document, telephonic, or computer instruction believed by Us in good faith to be genuine and correct and to have been given, signed, or sent by anyone on Your behalf. We shall not be liable to You for the consequences of such reliance. You agree that these procedures are commercially reasonable, are designed to authenticate the use of the Services, are not designed

for Your protection, and are not used to detect errors in the transmission or content of any instruction.

- e. Transaction Notification.** You agree that We will not notify You of any Transaction, except in any periodic statements We provide to You. If periodic statements are not provided, You agree that We are not obligated to provide You with notice of Transactions. On receipt of any periodic statement, You agree to review it and promptly report to Us, in no event later than 10 days after the statement date, any discrepancies, errors, or unauthorized transactions.

## I. WIRE TRANSFER AGREEMENT

You agree to these terms whenever You ask for a wire transfer of funds (Wire Transfer) from Your Account with Us.

We are not obligated to make a Wire Transfer for You.

Wire Transfers made primarily for personal, family or household purposes by a consumer (a natural person, as opposed to a corporation, etc.) in the United States to a recipient at a location in a foreign country (*Remittance Transfer*) are subject to special rules that override Our general Wire Transfer rules.

- 1. How to Request Wire Transfers.** You may ask Us to make a Wire Transfer by submitting a request in person, at a branch or via Online/Mobile Banking, or calling or writing Us. Under some circumstances We may require a written request. Any person named on Your Account may ask Us for a Wire Transfer. You will need to supply Us with all information We request. You promise to give Us accurate information, including, but not limited to, the routing number of the recipient's financial institution and the recipient's Name, Street Address, and Account number. You could lose the transfer amount if You give Us an incorrect recipient Account number or recipient institution identifier. We may charge any of Your Accounts for payment of the Wire Transfer and our standard fee for this service. Our fee may change.
- 2. Security & Authentication Procedures.** We have established certain security procedures in connection with Wire Transfers. We may call any person on Your Account and apply various authentication methods to verify the Wire Transfer request. You agree that Our security procedures are commercially reasonable, designed to authenticate Wire Transfers, not used to detect errors in the transmission or content of a Wire Transfer. We may not make a Wire Transfer if We are unable to authenticate the Wire Transfer to Our

satisfaction, if there is any inconsistency between a Wire Transfer and information previously supplied to Us, if the Wire Transfer is prohibited as a result of court order, garnishment, tax levy or the like, or if We reasonably believe that making the Wire Transfer might result in an unauthorized or erroneous transfer of funds or might otherwise cause Us to suffer a loss.

- 3. Wire Transfer Business Day.** We accept Wire Transfers only on Business Days within cutoff times We establish from time to time. Wire Transfer requests received after Our cut-off hours may be treated as if received on the following Business Day.
- 4. Overdrafts.** If any Wire Transfer exceeds the available balance in Your Accounts, We do not need to make the Wire Transfer and We won't be liable to You for such inaction. If We elect to make such transfer, You will remain liable for all amounts transferred, including funds transferred in excess of the collected balances in the Account.
- 5. Confirmations.** We will provide written confirmation to You of each Wire Transfer in periodic statements We send or make available to You. You will be deemed to have received such notification on the date it is actually received or 5 Business Days from the date it was sent, whichever is earlier. Except as provided in the next sentence for Consumer Accounts, Our written confirmation will be deemed accurate unless immediately challenged. *For Consumer Accounts only:* upon receipt of written confirmation, You promptly, but in no event later than 30 days after the day that You are deemed to have received the notification, will report to Us any discrepancies, errors or unauthorized transfers. In all cases, upon Our reasonable request, You will furnish to Us any information concerning a Wire Transfer for purposes of investigation, including, but not limited to, amounts transferred, Accounts affected, identifying names, numbers, specific purpose of payment, and transfer dates.
 

*For Remittance Transfers:* We will give You a receipt when You pay for a Remittance Transfer. Generally, You may dispute Remittance Transfer errors by contacting Us (as directed in the receipt) within 180 days of the date We promised that funds would be made available to the recipient.
- 6. Cancellation and Rejection.** Until We have executed the Wire Transfer, You may cancel or amend it by giving

Us notice as described in this MSA under “Notice”. For Remittance Transfers: You may cancel a Remittance Transfer within 30 minutes of making payment for it provided Your cancellation request 1) enables Us to identify Your name and address or phone number and the particular Remittance Transfer You want to cancel, and 2) that the transferred funds have not been picked up by or deposited into an Account of the recipient, unless You scheduled the Remittance Transfer 3 or more Business Days before the date of the transfer. We may reject Wire Transfers orally or in writing. Our rejection is effective when mailed, when You receive the telephone call or when the electronic transmission is sent. Notice of rejection is sufficient if it indicates that We will not make the Wire Transfer or are rejecting the Wire Transfer.

**7. Our Responsibilities.** We do not assume any responsibility for making a Wire Transfer on the day requested. We will disclose to You the date a Remittance Transfer will be available to the recipient. You authorize Us to use any means and routes that We, in Our sole discretion, may consider suitable for the transmission of funds. FedLine Advantage®, the funds transfer system owned and operated by the Federal Reserve Banks, may be used to make Your Wire Transfers. Regulation J, including Subpart B which has adopted Article 4A of the Uniform Commercial Code, governs all funds transfers through FedLine Advantage. If We don’t transfer the amount requested because of Federal Reserve Board rules, regulations or policies that limit the amount We can transfer, to the extent allowed by law, We won’t be liable to You provided that We notify You promptly of the delay and make the transfer as soon as possible.

**8. Your Liability and Indemnity.** The following paragraph applies to all domestic wires, and to Remittance Transfers only to the extent allowed by law. You are liable to Us for the amount of a Wire Transfer and/or Remittance Transfer if We follow Your instructions, even if Your instructions are wrong. If We receive a Wire Transfer and/or Remittance Transfer request that contains inconsistencies between the name and identifying number of a beneficiary of the funds, the beneficiary’s bank, or any intermediary bank, We may rely on any identifying number (including Account number) rather than the name, unless We are aware of the inconsistency. You will defend, indemnify, and hold Us harmless from and against any and all claims, demands, costs, expenses (including attorneys’ fees), loss, or damage arising out of Our acting or refusing to act upon Wire

Transfers and/or Remittance Transfers in accordance with the terms of this MSA and Other Agreements.

## J. ARBITRATION PROVISION

**READ THE BELOW ARBITRATION AGREEMENT CAREFULLY. IT PROVIDES, AMONG OTHER TERMS:**

- **YOU OR WE MAY ELECT TO HAVE DISPUTES BETWEEN US RESOLVED BY BINDING ARBITRATION INSTEAD OF IN COURT.**
- **IN ARBITRATION YOU GIVE UP THE RIGHT TO SUE IN COURT AND DISCOVERY AND RIGHTS OF APPEAL ARE LIMITED. A NEUTRAL ARBITRATOR RESOLVES THE DISPUTE INSTEAD OF A JUDGE OR JURY.**
- **YOU MAY NOT PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER IN ARBITRATION OR IN ANY OTHER CONSOLIDATED PROCEEDING.**
- **YOU MAY REJECT THE BELOW ARBITRATION AGREEMENT FOR A CERTAIN AMOUNT OF TIME AS DESCRIBED BELOW**

*The below Arbitration Agreement does not apply to any “covered borrower” as defined in the Military Lending Act.*

**This Arbitration Agreement applies to Your deposit Account relationships, consumer loans (including credit card Accounts, but not loans secured by a dwelling), and business loans, unless prohibited by law or as otherwise specifically excluded in this Arbitration Agreement.**

**Arbitration Agreement.** You or We may elect to have any Claim (defined below) resolved by neutral binding arbitration instead of in court. You waive any right You have to resolve a Claim between You and Us in court. You waive any right You have to participate as a class representative or class member.

**Claim.** Claim means any claim or dispute, whether arising in law, equity, or otherwise, and regardless of the type of relief sought involving Your deposit Account relationships, consumer loans (including credit card Accounts, but not loans secured by a dwelling), Business loans, or any other product or service You obtain from Us, the validity, enforceability and scope of this Arbitration Agreement and any related Account/loan documents, and any relationship that results from any of the foregoing. Claim includes initial claims, counterclaims, cross-claims, and third-party claims.

**Small Claims.** You and We retain the right to seek individual relief in small claims court so long as the Claim is only in that court and is within that court’s jurisdiction. Filing or pursuing a Claim in small claims court does not waive any right to seek arbitration for Claims outside the court’s

jurisdiction or if the Claim is transferred, removed, or appealed to a different court.

**Excluded Claims.** The following claims, called Excluded Claims, are excluded from the arbitration process: self-help remedies (such as repossession), foreclosure, replevin, garnishment, and/or individual injunctive relief. Pursuing an Excluded Claim in court does not waive any right to seek arbitration for Claims outside the court's jurisdiction, or if an Excluded Claim is transferred, removed, or appealed to a different court.

**Non-Waiver.** Even if a Claim is brought in court, You or We may choose to arbitrate any Claim made by a new party or any Claim later asserted by a party in that action or any related or unrelated lawsuit.

**Arbitration Process.** Arbitrations will be conducted by the American Arbitration Association ("AAA") or, if the AAA is not available, another arbitration organization, subject to agreement by both You and Us. You can find the rules of the AAA by visiting its website at [www.adr.org](http://www.adr.org). Arbitrators must be attorneys or retired judges with at least 15 years of experience practicing law. Arbitrators must be selected according to rules of the AAA or any other agreed arbitration organization. Arbitrators must apply substantive governing law and applicable statutes of limitation.

The arbitration hearing will be conducted before a single arbitrator in the federal district where You live. The arbitration may take place somewhere else more convenient to You if required by the rules of the AAA or any other agreed arbitration organization. If You and We agree, the arbitration can be conducted by telephone. You will pay an administrative fee and arbitrator's fees. The AAA caps Your fees depending on the amount of any Claim that You file. We will be responsible for administrative fees and arbitrator's fees in excess of the capped amounts. If You ask Us in writing, We will pay the entire administrative fee and arbitrator's fees. You and We will each pay Our own attorney's fees and witness and experts' expenses, except as otherwise required by law or this Arbitration Agreement. The arbitration award must be in a written, reasoned opinion. Any award must be kept confidential. The arbitrator's decision is final and binding. You and We have a limited right to appeal as permitted under the Federal Arbitration Act, except that if any arbitration results in an award of damages of \$100,000 or more, either You or We may appeal that award to a three (3) arbitrator panel (selected under AAA rules), which arbitration panel will hear the Claim de novo.

**30 Days to Resolve Claims.** Before You start an arbitration, You agree to write to Us at Our address below (or any changed address that We have provided to You in writing) and give Us a reasonable opportunity to resolve Your Claim. Your letter must tell Us Your name and Account number, describe Your Claim, including the dollar amount of Your Claim, and describe any other information You need from Us. Before We start an arbitration, We must write to You at Your address in Our records, describe

Our Claim, including the dollar amount of Our Claim, and give You a reasonable opportunity to resolve the Claim. We each have 30 days from receipt of notice to resolve the Claim before starting an arbitration.

**Limitations.** The arbitrator may award punitive damages only if and to the extent allowed under similar circumstances in a state court in the state where the arbitration occurs. The arbitrator must follow applicable state and federal laws regarding the amount of punitive damages. The arbitrator must state the exact amount of the punitive damages award. The arbitrator must allow You and Us the same procedural rights and use the same standards and guidelines that would apply in a lawsuit in the state where the arbitration occurs. The arbitrator may award individual injunctive relief for the benefit of either party to the arbitration. The arbitrator may not award injunctive relief for the benefit of other persons.

**Applicable Law.** This Arbitration Agreement relates to a credit transaction involving interstate commerce. Any arbitration under this Arbitration Agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), and only in the event and to the limited extent that the Federal Arbitration Act does not apply, the law of the state governing Your deposit Account(s) maintained with Us will apply.

**CLASS ACTION WAIVER. Other than as expressly provided in this Arbitration Agreement, You and We agree that only an arbitrator may resolve Claims. You agree not to bring or participate as a class representative or a class member in any class action in arbitration or in any other consolidated proceeding. Any Claim between You and Us must be resolved on an individual basis. Arbitration is not available and will not be conducted on a class-wide basis.**

**Other Agreements.** If any part of this Arbitration Agreement, other than the Class Action Waiver, is found by a court or arbitrator to be unenforceable, the remainder is enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Agreement is unenforceable. This Arbitration Agreement will survive the termination of any deposit or loan Accounts, regardless of reason for termination. Either You or We can compel arbitration in any court proceeding, regardless of which party filed suit. Either You or We can enforce an arbitration award. This Arbitration Agreement does not stop You from filing a complaint with a federal, state, or local regulator.

**Rejection of Arbitration Agreement. You may reject this Arbitration Agreement by sending Us a rejection notice at NASA FCU, Attention: Arbitration, 500 Prince Georges Blvd., Upper Marlboro, MD 20774 (and no other location) within 30 days after the date You first become subject to the terms of this Arbitration Agreement. The notice must include a statement that You reject**

**the Arbitration Agreement, and Your name address, telephone number, and Account number. You must sign the rejection notice in order for it to be effective.**



**NASA**  
FEDERAL  
CREDIT UNION

**301-249-1800**

**1-888-NASA-FCU (627-2328)**

**[nasafcu.com](http://nasafcu.com)**