

AUTOMATIC CLEARING HOUSE (ACH), WIRE TRANSFERS, and OTHER PAYMENT ORDER TRANSACTIONS

Governing Regulations. Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for electronic funds transfer by Fed wire. Fed wire transactions are subject to Federal Reserve Board Regulation J. If you are a party to an Automatic Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

International ACH Transactions. You understand that in the event an International ACH Transaction (“IAT”) entry that is transmitted to or from any of your accounts is identified and designated by CommStar Credit Union’s screening criteria for review and examination under the OFAC Rules and Regulations (“OFAC Rules”). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union’s review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations

Notification. We will not provide you with next day notice of ACH, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

Provisional and Final Payment. If we credit your Account for an ACH entry or a wire transfer, the credit is provisional until we receive final settlement for the payment order. If we do not receive final settlement, or if we credit your Account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of direct deposit.

Identifying Numbers. You agree that we can rely upon any identifying account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution.

Security Procedures. The Credit Union may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include a combination of signature verification, call back procedures, the use of identifying words or numbers, and identification via employee ID badge, valid driver’s license, or other photo identification document.

Cutoff Times. Payment orders we accept will be executed within a reasonable time of receipt. Payment orders may be assess additional fees from corresponding banks. A payment order may not necessarily be executed on the date it is received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders , cancellations, and amendments, and if received after a cutoff time, may be treated as having been received on the next day following fund transfer business day. Our cutoff times vary depending on the type of wire transfer. Information about our cutoff times are available upon request.

General Information. You may order electronic fund transfers to or from your Account. The Credit Union will debit your Account for the amount of an electronic fund transfer and will charge your Account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds out of your Account if the amount of the request transfer plus applicable fees exceeds the available funds in your account. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a manner and in time to provide us with a reasonable opportunity to act on it. We may delay posting international wire transfers and electronic transactions to your Account if such action is necessary to comply with requirements set forth by the Office of Foreign Assets Controls (OFAC). We may refuse to credit an Account for a wire transfer or electronic transaction if such would violate OFAC requirements.

1. ELECTRONIC CHECK TRANSACTIONS

Electronic Checks. If you authorized a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate a transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic fund transfer (EFT) subject to the terms of our Electronic Funds Transfer Agreement and Disclosure. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

Electronic Re-Presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (“Electronic Re-presented Check”) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic fund transfer subject to the terms of the Electronic Fund Transfer Agreement and Disclosure. If you want to reverse an electronic re-presented check, you must give us a Written Statement of Unauthorized Debit (WSUD) form within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or Written Statement of Unauthorized Debit (WSUD) from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor’s bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account recredited due to a prior stop payment order or if the item is otherwise ineligible for collection.

2. ACCOUNT RATES AND FEES

The Credit Union’s payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the applicable Rate and Fee Schedule and each Certificate Account Receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

3. TRANSACTION LIMITATIONS

Withdrawal Restrictions. We will pay checks, or drafts, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient funds if you have established an overdraft privilege plan or, if you do not have such a plan with us, according to our overdraft payment policy. We may refuse to allow a withdrawal in some situations, and will advise you accordingly: for example: 1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); 2) a legal garnishment or attachment is served; 3) the account secures an obligation to us; 4) required documentation has not been presented; or 5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

Transfer Limitations. For savings and money market accounts, you may make up to six (6) preauthorized automatic or internet transfer by, telephonic or CU* Talk transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through the automatic clearing house (ACH). Except for security purposes, you may make unlimited transfer to any of your accounts or to any Credit Union loan accounts and may make withdrawals in person, by mail or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may access fees against, suspend or close your account.

4. CERTIFICATE ACCOUNTS.

Any time deposits, term share, share certificate, or certificate of deposit account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure and Account Deposit Receipt for each account, the terms of which are incorporated herein by reference.

5. OVERDRAFTS.

Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, item, transaction or other item posted to your account plus any applicable fee, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an item. Your account may be subject to a charge of each item regardless of whether we pay or return the item. If we offer standard overdraft service, this service allows us to authorize payment of the following types of transactions regardless of whether your share or deposit account has sufficient funds: 1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; 2) automatic bill payments; 3) ACH transactions.

Order of Payments. Checks, drafts, items, and other transactions may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft or item and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have any questions about how we pay checks, drafts, and process transfers and withdrawals.

6. POSTDATE AND STALEDATED DRAFTS.

You authorized us to accept and pay any checks, even if the check is presented for payment before its date, unless you notify us before the check is presented for payment before its date, unless you notify us before the check is presented as required by law. The Credit Union will not be liable for paying the item before the date stated and we may charge

your account as of the date we pay the item. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft on your account which is presented more than six months after its date, but we may do so at our discretion.

7. STOP PAYMENT ORDERS.

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

Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. Written stop payment orders are effective for six (6) months and may be renewed an additional six (6) month period by requesting, in writing, that the stop payment order be renewed within a period which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

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

8. LOST ITEMS.

The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

9. CREDIT UNION'S LIABILITY FOR ERRORS.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if 1). Your account contains insufficient funds for the transaction, 2). Circumstances beyond our control prevent the transaction, 3). Your loss is caused by your or another financial institution's negligence, or 4). Your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law. Federal Reserve regulations and operating letters, clearinghouse rules and general banking practices followed in the area we serve. You grant us the right, in making payment of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

10. CHECKS PRESENTED FOR PAYMENT IN PERSON.

We may refuse to accept any checks or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment.

11. REMOTELY CREATED CHECKS OR DRAFTS.

For the purposes of this paragraph, “account” means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through an on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner’s signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner’s printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which a third party has proof of your authorization.

12. PLEDGE/STATUTORY LIEN.

Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loans is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividend and all deposit and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us this right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

13. LEGAL PROCESS.

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

14. POWER OF ATTORNEY.

We are not required to recognize any power of attorney to act on an account, even if we have previously accepted the power of attorney for other transactions. If we accept a power of attorney, we may require subsequent evidence as to the current effectiveness of any power of attorney, including but not limited to periodic affidavits of any attorney in fact. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct on a case-by-case basis. A person acting under a power of attorney is not an owner of an account, no funds in the account belong to the person by reason of that capacity, and that person has no right of survivorship in the account.

15. ACCOUNT INFORMATION.

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: 1) it is necessary to complete a transaction; 2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; 3) such disclosure complies with the law or a government agency or court order; or 4) you give us written permission.

16. NOTICES.

Name or Address Changes. You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We require all names and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the fee schedule.

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

Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited into the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

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

Electronic/Digital Signatures. Any contract, transaction, or correspondence for which you provide an electronic signature has the same legal force and effect as your manual signature.

17. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING.

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

18. USE OF NIGHT DEPOSITORY.

Deposits made in our night depository are at the sole risk of the user until entered on the records of the Credit Union. You agree to accept as final and conclusive, the records of the Credit Union as to the contents in any deposit envelope received by us.

19. STATEMENTS.

Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, 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 of the check or draft may be retained by us or by payable- through financial institutions and may be made available upon request. You understand and agree that statements are made available to you on the date they are sent to you.

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

Notice to Credit Union. 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 charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

20. DORMANT OR INACTIVE ACCOUNTS.

If you have not made a withdrawal from or a deposit to your account for a period of 12 consecutive months and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may consider your account as inactive or dormant and we may charge an inactive account fee as allowed by applicable law and as set forth in the Fee Schedule. The Credit Union will notify you at your last known address prior to imposing a fee as required by law.

21. DEATH OF ACCOUNT OWNER.

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we know of a member's death. Once we know of the member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we received instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

22. DEPOSIT INSURANCE.

Funds in your account with us are privately insured by American Share Insurance. Each account is insured for up to \$250,000. This institution is not federally insured, and if the institution fails, the federal government does not guarantee that depositors will get back their money.

23. UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA).

Restricted transactions as defined by Federal Reserve Regulation CC are prohibited from being processed through a Business Account. Restricted transactions generally include, but are not limited to, those involving an ATM/Debit card, ACH Transfer, Wire Transfers, or Bill Payment that are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

24. TERMINATION OF ACCOUNT.

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: 1) there is a change in owners or authorized agents; 2) there has been a forgery or fraud reported or committed involving your account; 3) there is a dispute as to the ownership of the account or of the funds in the account; 4) any checks or drafts are lost or stolen; 5) there are excessive returned unpaid items not covered by an overdraft protection plan; 6) there has been any misrepresentation or any other abuse of any of your accounts; 7) we reasonably deem it necessary to prevent a loss to us. You may terminate your individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

25. TERMINATION OF MEMBERSHIP.

You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union or you may be expelled for any reasons as allowed by law.

26. SEVERABILITY.

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

27. ENFORCEMENT.

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

28. GOVERNING LAW.

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

29. NEGATIVE INFORMATION NOTICE.

We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.



Community Star Credit Union is owned and operated by its members. Membership is a lifetime benefit and is available to the employee and their family members of select employee groups, organizations and residents and workers in select communities.

Community Star Credit Union is chartered in this state of Ohio and is supervised by the Ohio Department of Financial and Professional Regulation.



ACCOUNTS INSURED UP TO \$500,000



American Share Insurance insures each account up to \$250,000. Excess Share Insurance Corporation provides up to an additional \$250,000 of insurance per account. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT-SPONSORED AGENCY.

