



**ACCOUNT SERVICES**

\*Please initial next to all services being declined at this time.

ATM Card \_\_\_\_\_ Overdraft Protection \_\_\_\_\_  
Debit Card \_\_\_\_\_ Courtesy Pay \_\_\_\_\_  
Checks \_\_\_\_\_ Home Banking \_\_\_\_\_  
E-Statements \_\_\_\_\_

**ACCOUNT OWNERSHIP**

Designate the ownership of the accounts and responsibility for the services requested.  
\_\_\_ Individual \_\_\_ Joint Account with Rights of Survivorship

**Joint Owner:** \_\_\_\_\_

Street: \_\_\_\_\_ SSN/TIN: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's Lic. No: \_\_\_\_\_ State: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Joint Owner:** \_\_\_\_\_

Street: \_\_\_\_\_ SSN/TIN: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's Lic. No: \_\_\_\_\_ State: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**ACCOUNT DESIGNATIONS**

Payable on Death (POD)/Trust Account  
 All Accounts  Designate Specific Accounts: \_\_\_\_\_

**Beneficiary/POD Payee** **Beneficiary/POD Payee**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Street: \_\_\_\_\_ Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Relationship: \_\_\_\_\_ Relationship: \_\_\_\_\_

UTMA (as custodian for \_\_\_\_\_ (minor) under the Uniform Transfer to Minors Act) Minor's SSN/TIN: \_\_\_\_\_

Agency Name of Agent: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

All Accounts  Designate Specific Accounts \_\_\_\_\_

Personal Custodian Account (as custodian for \_\_\_\_\_.)

Other: \_\_\_\_\_

**FOR CREDIT UNION USE ONLY**

Date of Membership: \_\_\_\_\_ Card Sent by: \_\_\_\_\_ Date: \_\_\_\_\_

Opened/Approved by: \_\_\_\_\_ Member Verification: \_\_\_\_\_ Page \_\_\_ of \_\_\_



## Direct Deposit Agreement

Please Print or Type. Use a separate form for each account.

Co-Worker Name \_\_\_\_\_ Co-Worker ID# \_\_\_\_\_

Work Phone Number \_\_\_\_\_ Process Level \_\_\_\_\_

Check Applicable Line    \_\_\_ Checking    \_\_\_ Savings

\_\_\_ **NEW ENROLLMENT** – Complete and sign Authorization Section.

\_\_\_ **CHANGE OF ACCOUNT # OR FINANCIAL INSTITUTION** – Complete and sign Authorization Section.

\_\_\_ **CHANGE – Savings to Checking or Checking to Savings**

**IMPORTANT NOTE:** Change of Account Information will result in an interruption of one to two pay periods in direct deposit service. A live check(s) will be issued during the transition period. Verify all deposits with your financial institution before attempting to withdraw funds or write a check on anticipated deposits. ALL NEW ENROLLMENTS WILL BE PRE-NOTED.

**AUTHORIZATION SECTION:** I hereby authorize Mercy to initiate direct deposit payroll credit entries to my checking and/or savings account indicated below and the financial institution below to post the same to such account effective \_\_\_\_\_.

This authorization is to remain in force until Mercy receives written notice of change/cancellation from me. The notice of change/cancellation must be received at least 30 days prior to the effective date and in such a manner as to afford Mercy reasonable opportunity to process it and in no event shall it be effective with respect to entries proceed by Mercy prior to the receipt of the written notice of change/cancellation.

I further authorize Mercy to initiate such credit/debit entries to said account(s) as may be necessary to correct any erroneous credit/debit entries previously initiated thereto and I authorize the financial institution to accept and to credit/debit amount of such entries to my account. All entries initiated hereunder are to be governed in all respects by the rules of the Mid-America Payment Exchange as now or hereafter in effect.

BANK NAME MERCY CREDIT UNION    TRANSIT/ABA# 286586416

CITY SPRINGFIELD    STATE MO    ZIP CODE 65804

ACCOUNT NUMBER \_\_\_\_\_    DEPOSIT NET CHECK \_\_\_\_\_

**TO SEND ONLY A PORTION OF PAYCHECK TO THE CREDIT UNION, FILL OUT A SAVINGS DIRECT DEPOSIT DISTRIBUTION FORM.**

CO-WORKER SIGNATURE \_\_\_\_\_    DATE \_\_\_\_\_

**NOTE:** Under normal circumstances, all direct deposit entries will be credited to accounts the same day as pay date but not later than the following morning. Verify deposits on new or changed account information before attempting to withdraw funds.

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE WITH APPLICATION

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

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. Co-Op.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, Pulse, STAR, Co-Op, and Cirrus networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from this type of transaction. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry Pulse, STAR, Co-Op, and Cirrus network logo(s).

The following limitations on Co-Op transactions may apply:

- You may transfer up to the available balance in your accounts at the time of the transfer.
- Per day a total of \$301.00 combined ATM and point of sale.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

**b. Intercept.** If approved, you may use your card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your account. For one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transaction. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Cirrus, Co-Op, STAR, and Pulse networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa.

The following limitations on Intercept transactions may apply:

- You may make nine (9) Intercept purchases per day.
- You may purchase up to a maximum of \$999.99 per day.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- Combined amount of \$305.00 for both ATM and point of sale.

**c. Dial 24.** If we approve Dial 24 for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Dial 24 to:

- Withdraw funds from your savings, checking, and Sub Savings accounts.
- Transfer funds from your savings, checking, and Sub Savings accounts.



- Obtain balance information for your savings, checking, and Sub Savings accounts.
- Make loan payments from your savings, checking, and Sub Savings accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Dial 24 via a touch-tone telephone only. Dial 24 service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Dial 24 transactions may apply:

- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

#### d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your saving or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking accounts.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized Electronic Fund Transfers will apply to all subsequent transfers, unless you withdraw the request.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**e. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**f. Home Banking.** If we approve Home Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Home Banking to:

- Withdraw funds from your savings, checking, and Sub Savings accounts.
- Transfer funds from your savings, checking, and Sub Savings accounts.
- Obtain balance information for your savings, checking, loan, Club, and Sub Savings accounts.
- Make loan payments from your savings, checking, and Sub Savings accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Home Banking via personal computer. Home Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Home Banking transactions may apply:

- See Section 2 for transfer limitations that may apply to these transactions.

**g. IPAY.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on IPAY transactions may apply:

- There is no limit on the number of bill payments per day.

**2. TRANSFER LIMITATIONS —** For all savings, Club, and Sub Savings accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

### 3. CONDITIONS OF EFT SERVICES —

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

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

**c. Foreign Transactions.**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.80% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

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

**4. FEES AND CHARGES —** There are certain fees and charges for EFT services. From time to time, the charges may be changed. We will notify you as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**a. Co-Op Fees.**

- \$1.00 charge for ATM withdrawals at machines we do not own (nonproprietary).
- Replacement card fee of \$5.00 per card.
- Nonsufficient funds fee of \$25.00.
- \$20.00 charge for each ATM overdraft.
- Pin Replacement Fee \$2.00.

**b. Intercept Fees.**

- \$1.00 charge for all ATM withdrawals.
- Nonsufficient funds fee of \$25.00.
- Pin Replacement Fee \$2.00.
- Replacement Card Fee \$5.00.

**c. Dial 24 Fees.**

- Nonsufficient funds fee of \$25.00.

**d. Preauthorized EFT Fees.**

- Nonsufficient funds fee of \$25.00.

**e. Home Banking Fees.**

- Nonsufficient funds fee of \$25.00.

**f. IPAY Fees.**

- Nonsufficient funds fee of \$25.00.

**5. MEMBER LIABILITY —** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card or access code. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card or access code, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(417) 820-2931  
(800) 711-0676

or write to:

Mercy Credit Union  
1444 E. Sunshine  
Springfield, MO 65804  
Fax: (417) 820-8011

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## 6. RIGHT TO RECEIVE DOCUMENTATION —

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (417) 820-2931 or (800) 711-0676. This does not apply to transactions occurring outside the United States.

## 7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

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

## 8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS —** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile access device transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES —** All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.

- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears. Call us at:

(417) 820-2931  
(800) 711-0676

or write to:

Mercy Credit Union  
1444 E. Sunshine  
Springfield, MO 65804  
Fax: (417) 820-8011

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)\* business days after we hear from 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 ten (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 ten (10) business days, we may not credit your account.

We will tell you the results within three (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 for copies of the documents that we used in our investigation.

\* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

**NOTE:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**13. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Missouri, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**14. ENFORCEMENT** — You are liable to us for any losses, costs or expenses 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 fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

**Debit Card Application and Member Information**

Account No. \_\_\_\_\_  
Member Name \_\_\_\_\_  
Street \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

**Joint Owner Information (If applicable)**

Joint Owner \_\_\_\_\_  
Street \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

- Debit Card
- Audio Response
- Home Banking

By signing below, you certify that the information on this application is complete, true, and submitted for the purpose of obtaining a Debit Card. If approved for the Debit Card, you acknowledge receipt of and agree to the terms of the Debit Card Agreement.

**X**

SIGNATURE OF MEMBER DATE

**X**

SIGNATURE OF JOINT OWNER DATE

**For Credit Union Use Only:**  
Approved By \_\_\_\_\_ Member Verification \_\_\_\_\_  
Access Card \_\_\_\_\_ PIN Requested \_\_\_\_\_

*Please return APPLICATION to the Credit Union*



**SAVINGS DIRECT DEPOSIT DISTRIBUTION FORM**  
 Form can be faxed, delivered or mailed to a credit union office. Fax # 417-820-7782

Name \_\_\_\_\_

Acct # \_\_\_\_\_

Employee# \_\_\_\_\_

Physicians Payroll Yes  No

Stop <input type="checkbox"/>	#___ Share _____	#___ Loan _____	
Start <input type="checkbox"/>	#___ Share _____	#___ Loan _____	
Change <input type="checkbox"/>	#___ Share _____	#___ Loan _____	
Same <input type="checkbox"/>	#___ Share _____	#___ Loan _____	
	#___ Share _____	#___ Loan _____	
<b>1. Savings Direct Deposit Total</b> _____			
Stop <input type="checkbox"/>	Change <input type="checkbox"/>		
Start <input type="checkbox"/>	Same <input type="checkbox"/>		
<b>2. Checking Direct Deposit Amount Total</b> _____			

**Effective date on Paycheck (PRENOTE DATE)** \_\_\_\_\_

\_\_\_\_ Starts can take up to 2 pay periods to receive. Please review your Mercy pay stub to ensure the proper amount is deducted to your account. For loan payments, if your payroll deduction does not start before your first payment, you are still responsible for that payment.

\_\_\_\_ I understand when my loan pays off, the payroll deduction will continue until I complete a new payroll deduction form to make a change.

I hereby authorize you to deduct the amount above from my pay each payroll period until further notice and deposit in the Mercy Credit Union. Routing # 286586416.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Phone #** \_\_\_\_\_

Teller # \_\_\_\_\_

**Individual Credit:** You must complete the **Applicant** section about yourself and the **Other** section about your spouse if:  
 1. you live in or the property pledged as collateral is located in a community property state (AK, AZ, CA, ID, LA, NM, NV, TX, WA, WI),  
 2. your spouse will use the account, or  
 3. you are relying on your spouse's income as a basis for repayment. If you are relying on income from alimony, child support, or separate maintenance, complete the **Other** section to the extent possible about the person on whose payments you are relying.  
**Joint Credit:** Each Applicant must **individually** complete the appropriate section below. If Co-Borrower is spouse of the Applicant, mark the Co-Applicant box.  
**Guarantor:** Complete the **Other** section if you are a guarantor on an account/loan.

Check below to indicate the type of account(s) and type of credit for which you are applying. Married Applicants may apply for a separate account.

**LOANLINER<sup>®</sup> Account/Loan:**  Individual  Joint Amount Requested \$ \_\_\_\_\_ Purpose/Collateral: \_\_\_\_\_  
 (Including ATM/Debit Card Access to the Account if Available)  
**Repayment:**  Payroll Deduction  Cash  Military Allotment  Automatic Payment

Applicant			
NAME (Last - First - Initial)			
ACCOUNT NUMBER		SOCIAL SECURITY NUMBER	
DRIVER'S LICENSE NUMBER / STATE		LIST AGES OF DEPENDENTS NOT LISTED BY OTHER APPLICANT (Exclude Self)	
BIRTH DATE	HOME PHONE	CELL PHONE	BUSINESS PHONE/ EXT.
( )	( )	( )	( )
E-MAIL ADDRESS			
PRESENT ADDRESS (Street - City - State - Zip)			<input type="checkbox"/> OWN <input type="checkbox"/> RENT YEARS AT THIS ADDRESS
PREVIOUS ADDRESS (Street - City - State - Zip)			<input type="checkbox"/> OWN <input type="checkbox"/> RENT YEARS AT THIS ADDRESS
COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNMARRIED (Single - Divorced - Widowed)			
Employment/Income			
NAME AND ADDRESS OF EMPLOYER			
TITLE/GRADE	START DATE	HOURS AT WORK	
SUPERVISOR'S NAME	IF SELF EMPLOYED, TYPE OF BUSINESS		
<b>NOTICE:</b> ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.			
EMPLOYMENT INCOME		OTHER INCOME	
\$ _____ PER _____		\$ _____ PER _____	
<input type="checkbox"/> NET <input type="checkbox"/> GROSS		SOURCE	
MILITARY: IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO WHERE _____ ENDING/SEPARATION DATE _____			
PREVIOUS EMPLOYER NAME AND ADDRESS IF EMPLOYED LESS THAN FIVE YEARS		STARTING DATE	
_____		_____	
_____		ENDING DATE	

Other: <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Spouse <input type="checkbox"/> Other			
NAME (Last - First - Initial)			
ACCOUNT NUMBER		SOCIAL SECURITY NUMBER	
DRIVER'S LICENSE NUMBER / STATE		LIST AGES OF DEPENDENTS NOT LISTED BY APPLICANT (Exclude Self)	
BIRTH DATE	HOME PHONE	CELL PHONE	BUSINESS PHONE/ EXT.
( )	( )	( )	( )
E-MAIL ADDRESS			
PRESENT ADDRESS (Street - City - State - Zip)			<input type="checkbox"/> OWN <input type="checkbox"/> RENT YEARS AT THIS ADDRESS
PREVIOUS ADDRESS (Street - City - State - Zip)			<input type="checkbox"/> OWN <input type="checkbox"/> RENT YEARS AT THIS ADDRESS
COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNMARRIED (Single - Divorced - Widowed)			
Employment/Income			
NAME AND ADDRESS OF EMPLOYER			
TITLE/GRADE	START DATE	HOURS AT WORK	
SUPERVISOR'S NAME	IF SELF EMPLOYED, TYPE OF BUSINESS		
<b>NOTICE:</b> ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.			
EMPLOYMENT INCOME		OTHER INCOME	
\$ _____ PER _____		\$ _____ PER _____	
<input type="checkbox"/> NET <input type="checkbox"/> GROSS		SOURCE	
MILITARY: IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO WHERE _____ ENDING/SEPARATION DATE _____			
PREVIOUS EMPLOYER NAME AND ADDRESS IF EMPLOYED LESS THAN FIVE YEARS		STARTING DATE	
_____		_____	
_____		ENDING DATE	

<b>Applicant Reference</b>	RELATIONSHIP	<b>Other Reference</b>	RELATIONSHIP
NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU	HOME PHONE	NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU	HOME PHONE

What You Owe	CREDITOR NAME OTHER THAN THIS CREDIT UNION (Attach additional sheet(s) if necessary)	INTEREST RATE	PRESENT BALANCE	MONTHLY PAYMENT	OWED BY	
					Applicant	Other
<input type="checkbox"/> RENT <input type="checkbox"/> FIRST MORTGAGE <small>(Include Tax and Ins.)</small>			\$	\$		
2nd MORTGAGE			\$	\$		
1st AUTO LOAN			\$	\$		
2nd AUTO LOAN			\$	\$		
CHILD-CARE			\$	\$		
CHILD SUPPORT			\$	\$		
CREDIT CARD			\$	\$		
CREDIT CARD			\$	\$		
OTHER			\$	\$		
OTHER			\$	\$		
LIST ANY NAMES UNDER WHICH YOUR CREDIT REFERENCES AND CREDIT HISTORY CAN BE CHECKED:			<b>TOTALS</b>	\$		

What You Own	LIST LOCATION OF PROPERTY OR FINANCIAL INSTITUTION	MARKET VALUE	PLEGDED AS COLLATERAL FOR ANOTHER LOAN			OWNED BY	
			YES	NO	NO	Applicant	Other
HOME		\$					
AUTO		\$					
SAVINGS		\$					
CHECKING		\$					
OTHER (Describe)		\$					

<b>Other information About You</b>	IF YOU ANSWER "YES" TO ANY QUESTION OTHER THAN #1, EXPLAIN ON AN ATTACHED SHEET	<b>APPLICANT</b>	<b>OTHER</b>
		YES NO	YES NO
1. ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?			
2. DO YOU CURRENTLY HAVE ANY OUTSTANDING JUDGMENTS OR HAVE YOU EVER FILED FOR BANKRUPTCY, HAD A DEBT ADJUSTMENT PLAN CONFIRMED UNDER CHAPTER 13, HAD PROPERTY FORECLOSED UPON OR REPOSSESSED IN THE LAST 7 YEARS, OR BEEN A PARTY IN A LAWSUIT?			
3. IS YOUR INCOME LIKELY TO DECLINE IN THE NEXT TWO YEARS?			
4. ARE YOU A CO-MAKER, CO-SIGNER OR GUARANTOR ON ANY LOAN NOT LISTED ABOVE? FOR WHOM (Name of Others Obligated on Loan):	TO WHOM (Name of Creditor):		

**State Law Notices** **OHIO RESIDENTS ONLY:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**WISCONSIN RESIDENTS ONLY:** (1) No provision of any marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened. (2) Please sign if you are **not** applying for this account or loan with your spouse. The credit being applied for, if granted, will be incurred in the interest of the marriage or family of the undersigned.

<b>X</b>	DATE
SIGNATURE FOR WISCONSIN RESIDENTS ONLY	

Signatures			
<p>You promise that everything you have stated in this application is correct to the best of your knowledge and that the above information is a complete listing of what you owe. If there are any important changes you will notify us in writing immediately. You authorize the Credit Union to obtain credit reports in connection with this application for credit and for any update, renewal or extension of the credit received. You understand that the</p>	<p>Credit Union will rely on the information in this application and your credit report to make its decision. If you request, the Credit Union will tell you the name and address of any credit bureau from which it received a credit report on you. It is a crime to willfully and deliberately provide incomplete or incorrect information in this application.</p>		
<b>X</b>	<b>X</b>	(SEAL)	(SEAL)
APPLICANT'S SIGNATURE	DATE	OTHER SIGNATURE	DATE

For Credit Union Use Only							
DATE	APPROVED	APPROVED LIMITS:	SIGNATURE	LINE OF CREDIT	OTHER	OTHER	DEBT RATIO/SCORE BEFORE AFTER
	DENIED (Adverse Action Notice Sent)	\$	\$	\$	\$		
LOAN OFFICER COMMENTS:							
SIGNATURES:							
<b>X</b>	<b>X</b>						
DATE				DATE			

# Your Deposit Account

Membership and  
Account Agreement  
Electronic Transfers  
Funds Availability  
Truth in Savings

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# MEMBERSHIP AND ACCOUNT AGREEMENT

**IMPORTANT ACCOUNT OPENING INFORMATION** - Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

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

This agreement is subject to applicable federal laws, the laws of the state of Missouri where the main office resides and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**MEMBERSHIP ELIGIBILITY** - To join the Credit Union you must meet the membership requirements including purchase and maintaining of the minimum required membership share as set forth in the Credit Union Bylaws. You authorize us to check your account, credit, employment history and obtain reports from third parties, including credit reporting agencies to verify your eligibility for the accounts and services you request.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent,

regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

## **WITHDRAWALS**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - 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 item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions (\$120 - \$80 = \$40) even though you would have \$70 in your account available for other

transactions if the amount of the temporary hold was equal to the amount of your purchase (\$120 - \$50 = \$70). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

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

**Courtesy Pay.** Mercy Credit Union offers an optional overdraft payment service ("Courtesy Pay"), under the following terms and conditions:

card, ATM and ACH transactions, you must specifically notify us to do so ("opt in"), as outlined in the Opt-In Disclosure that we provide you and you must be qualified for the service. We will continue as long as the account is maintained in good standing with the Credit Union. Under Courtesy Pay, we are not obligated to pay any item presented for payment if your account does not contain sufficient funds. The Credit Union may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of Courtesy Pay and subject to this Agreement. Courtesy Pay is not a line of credit, is not guaranteed, and is independent of any other payment arrangement that we may offer. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. However, we have no obligation to notify you before we pay or return any item.

(2) **Overdraft Limit/Available Balance.** Under Courtesy Pay, we may pay overdrafts up to a limit established for your account type for accounts eligible for this service, and we will not generally pay overdrafts for you in excess of that limit. The Credit Union's fees and charges and each paid item will be included in this limit.

(3) **Overdraft Fees.** There is a fee for each paid overdraft item, or payment transfer, as set forth in the Fee Schedule. If we do not pay the overdraft, there will be an NSF or Returned Item fee per item, as set forth in the Fee Schedule. There is no limit on the number of overdrafts paid or overdraft fees incurred on any one day.

(4) **Member Repayment Responsibility.** You agree that your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 15 days of notice from us, we may immediately suspend the overdraft service. Accounts may be closed for failure to repay overdraft balances, and we will report account closures to consumer reporting agencies.

(5) **Member Opt-Out Right.** Mercy Credit Union offers Courtesy Pay as a convenience to Account Owners for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of Courtesy Pay at any time by notifying the Credit Union orally or in writing. The Credit Union may require that any oral opt-out be confirmed in writing. You understand that by opting out of this service, the Credit Union may refuse to pay any item that is presented against an insufficient balance on your account and that you will be responsible for any NSF or Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

**Overdraft Protection Plan.** You may establish an overdraft protection plan, and we will honor overdrafts in any checking account by transferring funds to your checking account in an amount necessary to cover the overdraft. We will transfer funds to your overdrawn account from your deposit and loan accounts, if applicable, and any of your personal lines of credit. The fee for overdraft transfers is set forth on the Fee Schedule. Transfers from a deposit account are governed by this Agreement. Transfers from a loan account are governed by the applicable loan agreement.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the

Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As A Tenancy By The Entirety Or As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Revocable Trust Account (not subject to the Nonprobate Transfers Law of Missouri)** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was verbal your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity

or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 30 days. Failure to examine your statement and report any such errors to us within 30 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, 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 as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien. Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this 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 or draft 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 to repayment.

**AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer.

We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**RESTRICTIVE LEGENDS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

**PAYMENT ORDER OF ITEMS** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.

Name	7654
Address, City, State	_____20_____
Pay to the order of	_____ \$ _____ dollars
Bank Name and Location	_____
Memo	_____
⑆ 23456789⑆	7654

FRONT OF CHECK

TRAILING EDGE

YOUR INDORSEMENT MUST BE WITHIN THIS AREA

← 1 1/2" →	Keep your indorsement out of this area.
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BACK OF CHECK

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

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

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

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

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

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**INACTIVE ACCOUNTS** - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- ◆ **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your share draft (checking) or share savings account(s).
- ◆ **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft (checking) or share savings account(s).
- ◆ **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- ◆ **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**DIAL 24 Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at (417) 820-2915 using your personal identification number, a touch tone phone, and your account numbers, to:

- ◆ transfer funds from share draft (checking) to share savings
- ◆ transfer funds from share savings to share draft (checking)
- ◆ transfer funds from share savings to share savings
- ◆ make payments from share draft (checking) to loan accounts with us
- ◆ make payments from share savings to loan accounts with us
- ◆ get information about:
  - the account balance of share draft (checking) accounts
  - the last deposit to share draft (checking) accounts
  - the last withdrawal from share draft (checking) accounts
  - the account balance of share savings accounts
  - the last deposit to share savings accounts
  - the last withdrawal from share savings accounts

If you make a funds transfer or loan payment by the DIAL 24 Telephone Transfer system before 5:00 P.M. on a day we are open, we will consider that day to be the day of your transfer or payment. However, if you make such transfer or payment after 5:00 P.M. on a day we are not open, we will consider that the transfer or payment was made on the next day we are open.

**ATM Transfers - STAR and Co-op Networks - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM card and personal identification number or Visa Check Card and personal identification number, to:

- ◆ make deposits to share draft (checking) account(s)
- ◆ make deposits to share savings account(s)
- ◆ get cash withdrawals from share draft (checking) account(s)
  - you may withdraw no more than \$300.00 per day (in combination with ATM cash withdrawals from your share savings accounts) or \$200.00 per day from Fresh Start Checking

- ◆ get cash withdrawals from share savings account(s)
  - you may withdraw no more than \$300.00 per day (in combination with ATM cash withdrawals from your share draft (checking) accounts)
- ◆ transfer funds from share savings to share draft (checking) account(s)
- ◆ transfer funds from share draft (checking) to share savings account(s)
- ◆ get information about:
  - the account balance of your share draft (checking) account(s)
  - the account balance of your share savings accounts
- ◆ we will access a fee of \$1.00 per withdrawal, transfer, or inquiry at ATMs we do not own or operate

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

**Types of Visa Check Card Point-of-Sale Transactions** - You may access your share draft (checking) account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- ◆ you may make no more than \$300.00 in transactions per day in combination with ATM withdrawals or \$500.00 in transactions per day from Fresh Start Checking

**Currency Conversion and International Transactions.**

**(a) For point-of-sale (merchant) transactions.** When you use your Visa® Check Card for this type of transaction and it settles in a currency other than US Dollars, the charge will be converted into the US Dollar amount. The currency conversion rate used to determine the transaction amount in US Dollars is either 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 itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions if there is no currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. As a result, we will charge you a .8% international transaction fee on all international transactions if there is no currency conversion. If there is a currency conversion, we will charge you an international transaction fee of 1% of the transaction. An international transaction is a transaction where the country of the merchant is outside the USA.

**(b) For ATM transactions.** When you use your Visa® Check Card for this type of transaction and it settles in a currency other than US Dollars, MasterCard/Cirrus will convert the charge into a US Dollar amount. The MasterCard/Cirrus currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard/Cirrus. The exchange rate MasterCard/Cirrus uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard/Cirrus charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard/Cirrus charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we will charge you a currency conversion fee of .2% of the transaction if there is a currency conversion and a cross-border transaction fee of .9% of the transaction. The cross-border transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

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

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: STAR and COOP Networks.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded 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.

Examples of the types of actions you may be required to make 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.

Examples of the types of actions you may be required to make to initiate a transaction on the STAR Network include initiating a payment directly with the biller, possibly via telephone, Internet, or kiosk locations. STAR Network billers are required to display the STAR logo. STAR Network billers must also allow you to choose how your payment is directed. Thus, you could see the STAR logo and choose to direct your payment through the STAR Network. In addition, STAR Bill Payments are not authenticated with a PIN; instead the biller authenticates your identity using known information derived from an existing relationship with you.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**PCU Computer Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website and using your password and account numbers, to:

- ◆ transfer funds from share draft (checking) to share draft (checking)
- ◆ transfer funds from share draft (checking) to share savings
- ◆ transfer funds from share savings to share draft (checking)
- ◆ transfer funds from share savings to share savings
- ◆ make payments from share draft (checking) to loan account(s) with us
- ◆ make payments from share draft (checking) to third parties using the Bill Pay service
  - refer to our separate fee schedule for applicable charges
  - ◆ make payments from share savings to loan account(s) with us
- ◆ get information about:
  - the account balance of share draft (checking) account(s)
  - the last six months deposits to share draft (checking) accounts
  - the last six months withdrawals from share draft (checking) accounts
  - the account balance of share savings account(s)
  - the last six months deposits to share savings accounts
  - the last six months withdrawals from share savings accounts

#### FEES

- ◆ We do not charge for direct deposits to any type of account.
- ◆ We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network 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 fund transfer).

#### DOCUMENTATION

- ◆ **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- ◆ **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (417) 820-2931 to find out whether or not the deposit has been made.
- ◆ **Periodic statements.**
  - You will get a monthly account statement from us for your share draft (checking) accounts.
  - You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

- ◆ **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. Here is how:
  - Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
  - Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.
- ◆ **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- ◆ **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

◆ **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

◆ **Additional Limit on Liability for Visa® Check Card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Check Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

- (3) Tell us the dollar amount of the suspected error.

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 (5 business days for Visa® Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

MERCY CREDIT UNION

1444 E. SUNSHINE

SPRINGFIELD, MISSOURI 65808

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: (417) 820-2931

MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

The funds you deposit at the Co-Op Shared Branches may not be available for immediate withdrawal from your Mercy Credit Union account.

**HOLDS** are placed by Mercy Credit Union on items you deposit through the CO-OP Shared Branches based by Mercy Credit Union Hold Policies. Mercy Credit Union's Hold Policy is two day holds for local checks and five day holds for non-local checks. **REMEMBER - The CO-OP Shared Branch DOES NOT PLACE THE HOLDS ON YOUR ACCOUNT.**

The CO-OP Shared Branch **CANNOT REMOVE A HOLD PLACED ON YOUR ACCOUNT. YOU MUST CONTACT MERCY CREDIT UNION DIRECTLY** at 417-820-2931 or 800-711-0676.

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

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

If you make a deposit at an ATM before 5:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 5:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

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

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

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

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

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

### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these

checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fourteenth business day after the day of your deposit.

### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

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## TRUTH-IN-SAVINGS DISCLOSURE

### SHARE SAVINGS ACCOUNT

#### Rate Information:

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

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

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

If you close your share account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

You must maintain a minimum average daily balance of \$200.00 in your account to obtain the disclosed annual percentage yield.

**Average daily 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 period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the quarterly statement cycle.

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

#### Transaction limitations:

During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

#### Par value of a share:

The par value of a share in this account is \$25.00.

### SHARE DRAFT (CHECKING) ACCOUNT

#### Minimum balance requirements:

No minimum balance requirements apply to this account.

#### Transaction limitations:

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

### FRESH START CHECKING ACCOUNT

#### Minimum balance requirements:

No minimum balance requirements apply to this account.

#### Transaction limitations:

- ◆ Check deposits to savings only
- ◆ Debit Card Daily Limit - \$500
- ◆ ATM Cash Withdrawal Limit - \$200
- ◆ Fresh Start deposits accepted - cash and direct deposit only
- ◆ ATM and Shared Branching deposits are restricted.

### COMMON FEATURES

#### Bylaw requirements:

You must complete payment of one share in your Share Savings account as a condition of admission to membership.

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

**National Credit Union Share Insurance Fund** - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check/share draft, in-person withdrawal, ATM withdrawal, or other electronic means.

Please refer to our separate fee schedule for additional information about charges.

**YOUR ACCOUNT**

These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

**SHARE SAVINGS ACCOUNT**

**Prospective dividend rate:**

The prospective dividend rate on your account is \_\_\_\_\_ % with a prospective annual percentage yield of \_\_\_\_\_% for the current dividend period.

**SHARE DRAFT (CHECKING) ACCOUNT**

**FRESH START CHECKING ACCOUNT**

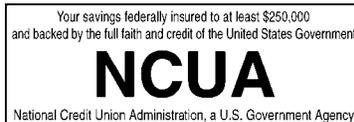
**MERCY CREDIT UNION**

**SPRINGFIELD LOCATIONS**  
**MAIN OFFICE: 1444 E. SUNSHINE**  
**HOSPITAL BRANCH: 1235 E. CHEROKEE**  
**417-820-2931 OR 800-711-0676**

**ST. LOUIS LOCATION**  
**625 MARYVILLE CENTRE**  
**314-364-4040**

**JOPLIN LOCATION**  
**100 MERCY WAY**  
**JOPLIN, MO 64804**  
**417-556-6639**

**OKLAHOMA CITY LOCATION**  
**4300 WEST MEMORIAL ROAD**  
**OKLAHOMA CITY, OKLAHOMA**  
**405-752-3632**



## HOW DO I KNOW MY CREDIT UNION IS FEDERALLY INSURED?

Federally insured credit unions are required to indicate their insured status in their advertising and to display the official NCUSIF insurance sign in their offices and branches. For a complete directory of federally insured credit unions, visit NCUA's agency website at [ncua.gov](http://ncua.gov).

## COVERAGE LIMITS

The standard share insurance amount is \$250,000 per share owner, per insured credit union, for each account ownership category. The \$250,000 standard share insurance account became permanent through the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

## NCUA SHARE INSURANCE ESTIMATOR

The NCUA Electronic Share Insurance Estimator is available to help members better understand the protection offered by the NCUSIF. This interactive site allows users to input data to compute the amount of NCUSIF coverage available under different account scenarios. This resource is available at [MyCreditUnion.gov/estimator](http://MyCreditUnion.gov/estimator).



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## WHERE CAN I FIND MORE INFORMATION?

NCUA has more information available to help credit union members better understand how the NCUSIF keeps their accounts safe and protected.

A comprehensive booklet entitled *Your Insured Funds* is available on NCUA's [ncua.gov](http://ncua.gov) and [MyCreditUnion.gov](http://MyCreditUnion.gov) websites. This booklet contains a detailed discussion of all available types of NCUSIF coverage, along with examples illustrating how the coverage works in practice. You can get additional information about credit unions and the financial services they offer, as well as tips on how to save, create a budget, and plan for a major purchase at NCUA's consumer website, [MyCreditUnion.gov](http://MyCreditUnion.gov).



# HOW YOUR ACCOUNTS ARE FEDERALLY INSURED



National Credit Union Administration  
Office of Consumer Protection

1775 Duke Street, Alexandria, VA 22314  
(703) 518-1150 | [www.MyCreditUnion.gov](http://www.MyCreditUnion.gov)  
Send emails to: [dcemail@ncua.gov](mailto:dcemail@ncua.gov)



NCUA 8016 - Revised March 2014

National Credit Union Administration  
Office of Consumer Protection

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## WHAT IS NCUA?

The National Credit Union Administration, commonly referred to as NCUA, is an independent agency of the United States government that regulates, charters and supervises federal credit unions. NCUA also operates and manages the National Credit Union Share Insurance Fund (NCUSIF). Backed by the full faith and credit of the U.S. government, the NCUSIF insures the accounts of millions of account holders in all federal credit unions and the vast majority of state-chartered credit unions.

## WHY IS NCUSIF SHARE INSURANCE COVERAGE IMPORTANT?

Share insurance coverage offered through the NCUSIF protects members against losses if a federally insured credit union should fail. You can confidently join and conduct business with federally insured credit unions because no member has ever lost a penny from accounts insured by the NCUSIF.

Historically, insured funds are available to members within just a few days after the closing of an insured credit union. Failures of federally insured credit unions are rare because only those with sound operational standards qualify to receive NCUSIF coverage. NCUA also regularly reviews the operations of all federal credit unions and works closely with state regulatory authorities to evaluate federally insured, state-chartered credit unions.

## WHAT BASIC COVERAGE IS PROVIDED BY THE NCUSIF?

The NCUSIF provides all members of federally insured credit unions with \$250,000 in coverage for their single ownership accounts. These accounts include regular shares, share drafts (similar to checking), money market accounts, and share certificates. Individuals with account balances totaling \$250,000 or less at the same insured credit union are fully insured.

If a person has more than \$250,000 at any single credit union, several options are available for additional share insurance coverage because, as discussed in greater detail (right), the NCUSIF provides separate insurance for other accounts.

Members have full NCUSIF coverage at each federally insured credit union where they are qualified members. While the NCUSIF coverage protects members at all federally insured credit unions from losses on a broad spectrum of savings and share draft products, it does not cover losses on money invested in mutual funds, stocks, bonds, life insurance policies, and annuities offered by affiliated entities.

## DOES THE NCUSIF PROVIDE ADDITIONAL COVERAGE?

All members of federally insured credit unions have options for coverage that is separate from and in addition to the coverage available to their single ownership accounts.

### RETIREMENT ACCOUNTS

Members with traditional and Roth Individual Retirement Accounts (IRAs) and KEOGH retirement accounts at federally insured credit unions have additional coverage available at each federally insured credit union where they qualify and become members. The NCUSIF insures traditional and Roth IRAs for \$250,000 in the aggregate at each credit union. Additionally, NCUA insures KEOGH accounts separately in the aggregate to \$250,000 at each credit union.

Retirement account insurance protection is separate and apart from insurance coverage on other credit union accounts. For example, if you have a regular share account, an IRA, and a KEOGH at the same credit union, the NCUSIF insures the regular share account for up to \$250,000, the IRA for up to an additional \$250,000, and the KEOGH for up to an additional \$250,000.

### JOINT ACCOUNTS

Joint accounts are owned by two or more people who have equal rights to withdraw money from the account and no beneficiaries are named. These accounts can include regular shares, share drafts (similar to checking), money market accounts, and share certificates. The NCUSIF provides each joint account holder with \$250,000 coverage for their aggregate interests at each federally insured credit union.

For example, a two person joint account with no beneficiaries has \$500,000 in coverage. This coverage is separate from and in addition to the coverage available for other accounts such as individual accounts with no beneficiaries and retirement accounts.

### TRUST ACCOUNTS

The NCUSIF provides separate coverage for both revocable and irrevocable trusts. Credit unions can establish a common informal revocable trust payable-on-death account without additional documentation; however, some trusts require additional, valid documentation to qualify for coverage. While this brochure briefly discusses how the NCUSIF insures trusts, members should consult appropriate professionals to properly establish and document trust arrangements.

### REVOCABLE TRUSTS

Revocable trust accounts may qualify for insurance coverage of up to \$250,000 per beneficiary named by the owner (if a member of the credit union) that is separate from the individual coverage available to the trust owner (also referred to as grantor or settlor). For example, if a person with a revocable trust for \$750,000 names a spouse and two children as beneficiaries, the entire \$750,000 would have separate NCUSIF coverage (\$250,000 per beneficiary). This coverage is separate from the coverage provided to the other types of accounts held by the trust's owner at the same federally insured credit union.

### IRREVOCABLE TRUSTS

Irrevocable trusts have separate coverage based on the beneficial interest. The interest of each beneficiary in an account (or accounts) established as an irrevocable trust has separate NCUSIF coverage of up to \$250,000. In cases where a beneficiary has an interest in more than one trust arrangement created by the same owner, the interests of the beneficiary in all accounts established under such trusts are added together for insurance purposes and insured for a total of up to \$250,000.