

# Account Information

Terms and Conditions  
Electronic Transfers  
Funds Availability  
Check 21  
Truth-In-Savings  
Privacy Notice



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## GENERAL INFORMATION

**Important Information About Procedures for Opening New Account To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.**

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## AGREEMENT

This Terms and Conditions of Your Account document ("Agreement"), 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, regarding your Accounts, please call us.

This Agreement is subject to applicable federal laws, the laws of the state of New Mexico 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 Membership Application for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. 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. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

## ARBITRATION AND WAIVER OF CLASS ACTION

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"),

whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be mailed to you upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by:

- (a) making written demand for arbitration upon the other party,
- (b) initiating arbitration against the other party, or
- (c) filing a motion to compel arbitration in court.

AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

#### **Selection of Arbitrator**

The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

#### **Effective Date**

This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

#### **Claims Arising Prior to Effective Date**

**THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.

#### **Arbitration Proceedings**

The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorney's fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees. However, if the Credit Union prevails, then you will not be required to pay our attorneys' fees and cost.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

#### **Class Action Waiver**

ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

### **Severability**

In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.

### **Survival**

This Arbitration Agreement will survive termination of the Agreement.

### **Right to Opt-Out**

You have the right to opt-out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within sixty (60) days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at Nusenda Credit Union, Attention: Compliance Department, P.O. Box 8530 Albuquerque, NM 87198 or electronically to ComplianceDistributionDepartment@Nusenda.org within such sixty (60) day time period. If you fail to opt-out within this sixty (60) day time, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Agreement or your relationship with the Credit Union.

### **Amendment/Termination of this Arbitration Agreement**

Notwithstanding anything in this Agreement to the contrary, we will not amend or terminate this Arbitration Agreement unless we provide you with sixty (60) days prior written notice of such amendment or termination and an opportunity to opt-out of the amendment or termination during that time period. Further, any amendment or termination of this Arbitration Agreement shall not apply to Claims arising from conduct that occurred prior to the date of amendment/termination.

### **Inapplicable to "Covered" Borrowers under the Military Lending Act**

This Arbitration Agreement will not apply to any Claims involving a consumer loan we provide you, to the extent you and/or a co-borrower are "covered borrowers" under the Military Lending Act.

FOR MORE DETAILS or if you have questions, you may call us or visit Nusenda.org. If you have questions about American Arbitration Association (AAA) procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

### **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).

### **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.

## **Restricting Your Account; Blocking or Delaying Transactions**

There are many reasons we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, inhibit, reverse or delay any account or withdrawal, payment or transfer of funds to or from your account, or we may remove funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- Your account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control, or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transactions or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We can assign and transfer your member information and documentation to a replacement member number at our discretion. We may make this assignment when your account is reported compromised by you or any signer. If we issue you a replacement member number, this Agreement governing you and your membership will continue to apply, without interruption, as if you retained the discontinued member number.

We will have no liability for any action we take under this section and we may take such action without advance notice.

## **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 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.

### **Single-Party Account**

Such an account is owned by one party.

### **Multiple-Party Account**

Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

## **RIGHTS AT DEATH**

### **Single-Party Account**

At the death of a party, ownership passes as part of the party's estate.

### **Multiple-Party Account with Right of Survivorship**

At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

### **Single-Party Account with Pay-on-Death Designation**

At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

### **Multiple-Party Account with Right of Survivorship and Pay-on-Death Designation**

At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

## **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. We are not responsible for the actions of a fiduciary, including the misuse of funds. 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.

#### **Power of Attorney**

You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until:

(a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

#### **UTMA Accounts**

Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for Backup Withholding Certification.

#### **Telephone and Electronic Communications**

We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

When you give us your mobile number, we have your permission to contact you at that number about all your Nusenda Credit Union Accounts. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact information from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts) related to your accounts to that address.

We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

#### **Unlawful Internet Gambling Notice**

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

#### **Limitation of Services**

Nusenda Credit Union may suspend or terminate services to a member or other person who is not in good standing with Nusenda Credit Union. Suspension or termination may affect access to any Nusenda services, facilities, and personnel, except for a member's right to maintain a share

account and to vote at annual and special meetings. A person is considered to be “not in good standing” if such person:

- (1) fails to comply with the terms and conditions of any obligation to Nusenda;
- (2) causes a loss or expense to Nusenda;
- (3) manipulates, engages in fraud, or otherwise abuses Nusenda’s services; or
- (4) engages in abusive behavior or injures any person or damages any property while on Nusenda’s premises or at any Nusenda function. A determination whether a person is not in good standing will be made at Nusenda’s sole discretion.

## **TERMS AND CONDITIONS OF YOUR ACCOUNT**

### **Membership Eligibility**

You may be eligible to join this Credit Union. Please see employee or website for eligibility requirements.

### **Cash Transaction Reporting**

To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

### **ACTUAL VS. AVAILABLE BALANCE LANGUAGE**

Your account generally has two balances: the actual balance and the available balance.

#### **Actual balance**

Your actual balance is the amount of all deposits into your account without regard to deposits on hold or pre-authorization commitments, less payments that have actually “posted” to your account. The actual balance does not include transactions that you have initiated but which have not yet been presented to us for payment, such as debit card purchases that have been authorized and are pending (“pre-authorized commitments”) or checks you have written that have not yet cleared. This may appear on receipts or Internet Banking or our Mobile Application as “Actual Balance”, on your periodic statement it will appear as “Balance”.

#### **Available balance**

Your available balance is the money in your checking or share account that is currently available to you to have checks clear, make debit card purchases, or make withdrawals. This balance is used to assess per occurrence fees. The available balance reflects your actual balance less any deposit holds or debit authorization holds. The available balance is updated throughout the day with posted transactions or authorization holds. This may appear on receipts or Internet Banking or our Mobile Application as “Available Balance”. A temporary debit authorization hold affects your available 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 or less than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold differs from 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 in your available balance 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 (referred to as an “Overdraft paid/ unpaid fee” in our General Fees schedule) You will be charged the fee even if you would have had sufficient available funds in your account if the amount of the hold had been equal to the amount of your purchase.

For debit card transactions involving merchant authorization holds, we look at the available balance at the time a transaction posts to determine whether the transaction results in an overdraft and potential related fees. In making this determination, we check your available balance at two separate times—

first, at the time a merchant authorization request is received, and second, when the transaction “settles” and posts to your account. [If your available balance is insufficient to pay the preauthorization amount requested by a merchant, we will decline the request.] If your available balance is sufficient to cover a merchant’s authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant’s authorization request. If the transaction later “settles” and posts to your account at a time when the available balance is insufficient to pay the posted transaction without causing the account to have a negative available balance (less than \$0), we will charge an overdraft fee (referred to as our “Overdraft Paid/Returned” fee in our General Fees schedule) on that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized. Your account is considered overdrawn when the available balance in your account is negative (less than \$0).

Here is an example of how this can occur. Assume for this example that you have previously only incurred one overdraft in the prior 12-month period, and as a result, our applicable overdraft fee for overdrafts 2-5 of \$29 applies:

You have \$120 available 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. Your available balance in your account is now \$40.

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 \$60 transaction is greater than your account’s available balance, your account will be assessed the overdraft fee of \$29 according to our overdraft fee policy. You will be charged this \$29 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. As a result of this \$60 transaction being presented for payment at a time when the available balance of your account is only \$40, your account’s available balance will be overdrawn by \$20 ( $\$40 - \$60 = -\$20$ ) and the related overdraft fee of \$29 will also make it further overdrawn to negative \$49 ( $-\$20 - \$29 = -\$49$ ).

In addition, when your original \$50 gas station transaction is later posted to your account, our system will generally release the hold (\$80 in this example), to increase the available balance from negative \$49 (-\$49) to \$31, and then post the \$50 transaction to your account’s available balance. Because the amount of the gas station charges of \$50 exceeded your available balance of \$31 at the time the gas station charge “settled” (i.e., posted to your account), we will charge you an overdraft fee on the gas station transaction even though it was authorized and approved with a sufficient available balance. [Note, however, that our system might not always match the amount of the hold with the transaction, but regardless the hold will generally be removed after three days; if a merchant transaction that we previously authorized posts after the hold has been removed, we generally are required to honor the posted transaction by network rules.

**YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE ACTUAL OR AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A**

**TRANSACTION THAT YOU WANT TO MAKE.** This is because we check your available balance at two separate times as explained above, in addition to the fact that your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account.

**NSF Transactions** - We are not obligated to pay any item presented for payment if your account does not contain a sufficient actual or available balance. If we do not authorize and pay an overdraft, then we may decline or return the transaction or item unpaid and charge a related NSF fee. You are responsible for ensuring that your account includes a sufficient available balance to pay the transactions you initiate or authorize when they are posted for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have a sufficient available balance when a transaction or item is presented to us for payment and, as a result, returned unpaid subject to a NSF fee, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times (this may also occur when you initiate transfers and payments through your Credit Union Internet Banking or Bill Payment services and your account lacks a sufficient available balance at the time the transaction is scheduled to occur, as we may decline the transaction, charge an NSF fee, and then resubmit the same transaction at a later time in an attempt to process your requested transaction). In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF fee for each such resubmitted item each time that same transaction is returned unpaid or we will charge an overdraft fee if a resubmitted item is paid when your account lacks sufficient available funds to pay it.

### **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. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice. 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 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 endorsers to verify or guarantee their indorsements, or indorse in our presence.

### **Withdrawals**

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 another account type. 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. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the 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.

### **Large cash withdrawals**

You acknowledge that the Credit Union limits large cash withdrawals to ensure that sufficient cash is available for all members' requests, as well as to minimize security threats to you or the Credit Union and its employees and members. You agree that we may limit the amount of cash available to withdrawal to no more than \$10,000 a day, at all our branches, including video tellers. Cash withdrawals in excess of such limits, or for specific denominations, can only be accommodated upon our written approval of your request, and such request must be submitted at least five business days prior to the excess cash withdrawal. We also reserve the right to provide funds to you through another means, such as bond/cashier's check or wire transfer, at our sole and absolute discretion.

### **Shared Branching**

Nusenda Credit Union is part of CO-OP Shared Branching network, a partnership that allows our members to utilize any of the cooperating credit union branches and conduct business with some limitations. The maximum cash withdrawal amount that each Nusenda member can receive at a shared branch acquirer is \$7,500. However, the shared branch acquirer may choose to lower or increase that limitation.

### **Overdraft Programs**

#### **Overdraft Payment Service - What You need to Know about Overdrafts and Overdraft Fees**

An overdraft occurs when you do not have enough money in your checking account to cover a transaction, but we pay it anyway. We can cover overdrafts in several ways:

1. **Courtesy Pay:** added automatically on qualified checking accounts to cover unintentional overdrafts and emergencies. We call this Courtesy Pay. Courtesy Pay is meant to cover unintentional overdrafts and emergencies. This is not a line of credit and any resulting overdrawn balance must be promptly repaid. There are fees associated with using this service.
2. **Overdraft Transfers:** automatic transfers can be set up from any share (savings) or money market account to transfer money from that account to your share draft (checking) account to cover unintentional overdrafts. This must be set up and can be done by contacting the credit union or stopping into any branch location. There are no fees for using this service.

**3. Line of Credit:** revolving line of credit attached to your share draft (checking) account that can be set up to automatically advance to your share draft (checking) account to cover unintentional overdrafts. There is not a fee for the transfer and interest applies on all amounts advanced.

To learn more, ask us about these plans by visiting one of our branches or contacting us at 505-889-7755 or 800-347-2838 outside of Albuquerque Area (Mon. - Fri., 7:30 a.m. - 6 p.m., or Sat., 8 a.m. - 3 p.m.).

#### **What comes with Nusenda's Courtesy Pay Service**

- We authorize and pay overdrafts for the following types of transactions:
  - Checks and other transactions made using your checking account number.
  - Automatic bill payments and other pre-authorized transactions.
  - Debit card transactions requiring a signature and authorized on a positive available balance.
- We do not authorize or pay overdrafts for the following transactions:
  - ATM transactions.
  - Debit card transaction requiring a PIN and authorized on a positive available balance

*We authorize and pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.*

#### **One-Time Debit Transaction Overdraft Coverage**

Nusenda offers coverage on debit card transactions this is called One-Time Debit overdraft. You must opt-in to use this service. There are fees associated with using this service. To learn more, ask us about One-Time Debit by visiting one of our branches or contacting us at 505-889-7755 or 800-347-2838 outside of Albuquerque Area (Mon. - Fri., 7:30 a.m. - 6 p.m., or Sat., 8 a.m. - 3 p.m.).

For a complete list of fees associated with Courtesy Pay and One-Time Debit Transactions, please visit [www.nusenda.org](http://www.nusenda.org).

#### **Overdraft Line of Credit and Signature Line of Credit**

You may apply for an Overdraft Line of Credit or a Signature Line of Credit as a source for overdraft protection.

#### **Transfers from Share and Money Market Accounts**

This service will automatically transfer funds to cover checking withdrawals that exceed the available balance. The transfers will occur if there are available funds above the \$5 membership minimum balance Regular Share Account in increments of \$25.00.

There is a fee for each overdraft transfer which varies depending on the source. Please refer to our Fee Schedule for additional information.

If there are not sufficient funds in the first source to cover an overdraft, the system will automatically move to the next source. The system will not transfer from multiple sources for the same item, therefore the entire amount needed must be available in one of the sources or the item will be rejected. Standard NSF fee will apply if there are no funds available to transfer from any of the overdraft sources selected.

Please review Fees located in the Fee Schedule for more information on NSF Fees.

#### **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.

#### **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. Your stop payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop payment records you can give us). 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 oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record 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).

#### **Fees**

You agree to pay any standard Account charges that apply to your Account and to pay fees and charges for special services you request such as wire transfers, stop payment orders, bonded checks, and dishonored checks. These charges may change from time to time. A list of Nusenda's current charges for commonly requested services is contained in Nusenda's Rate and Fee Schedule within Nusenda's website. You may also obtain an updated schedule of fees at any time through one of our branches. A copy of the Fee Schedule has been provided to you upon the opening of your membership.

#### **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. 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).

#### **Notices**

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

## Statements

Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

### **Your Duty to Report Unauthorized Signatures, Alterations and Forgeries**

Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, 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 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). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement 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 exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

### **Your duty to report other errors**

In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations, or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct, and prevent future mistakes.

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. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

### **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 any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. 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.

### **No Two-Signature Requirements on Accounts**

We do not offer accounts on which two (2) or more signatures are required for a check or withdrawal. If you indicate on your checks or signature card or other Account documents that more than one (1) signature is required for withdrawal; this indication is for your own internal procedures. It is not binding on us. We may pay out funds from your Account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the Account. We are not liable to you if we do this.

### **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.

### **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 endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with

general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

### **Endorsements and Restrictive Legends**

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements, or other special instructions on every check

An endorsement is a signature, stamp or other mark made on a check to transfer the check to another person. If a check you deposited doesn't have your endorsement we may endorse it for you or treat the check as if we had endorsed it. Either way, the effect will be as if you had endorsed the check. Also, any deposited check that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. We are not bound by any conditional or restrictive endorsements on a check you cash or deposit or by an endorsement such as but limited to 'without recourse.'

### **Death or Incompetence**

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

### **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 number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission. Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, 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. We reserve the right to restrict access to your account through any device or method if we determine, in our sole discretion, that your use of the access device or method may cause a loss to us. Such a determination includes but is not limited to, the filing of

excessive, frivolous or unwarranted disputes.

#### **Account numbers**

Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

#### **Access devices**

If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

#### **Blank checks**

You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank 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 if we failed to use ordinary care which substantially contributes 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. 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**

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

### **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. Credit entries may be made by ACH. 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.

### **Stale Dated Checks**

We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

### **NCUA Insurance**

Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self-directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self-directed qualified retirement account is up to \$250,000. (An IRA is a self-directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at [www.ncua.gov](http://www.ncua.gov) and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

### **Unclaimed Property**

The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account in 365 days. Please refer to our fee schedule for current dormant fees and exclusions that prevent account from being unclaimed. If your funds are surrendered, you may be able to reclaim them by contacting us.

### **Backup Withholding/TIN Certification**

Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

### **Lost, Destroyed or Stolen Certified Cashier's or Teller Checks**

Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

### **Changing Account Products**

We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

### **Transactions by Mail**

You may deposit checks by mail. You should indorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. If you do not provide us accurate instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

### **Check Storage and Copies**

You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

### **Truncation, Substitute Checks and Other Check Images**

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

### **Remotely Created Checks**

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

### **INTERNATIONAL ACH TRANSACTIONS**

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

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## **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.

### **Business Days**

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

### **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 or share savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft 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.

#### **Access 24 Telephone Transfers - types of transfers**

You may access your account by telephone 24 hours a day at (505) 888-8920 or 1-800-356-3178 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from account to account or member to member
- transfer funds from Extra Credit line of credit to account(s)
- make payments from account(s) to loan account(s) with us

#### **CU Anytime/ATM Transfers - types of transfers and dollar limitations**

You may access your account(s) by ATM using your VISA Debit Card or CU Anytime Card and personal identification number, to:

- make deposits to share draft or share savings account(s) with a VISA Debit Card or CU Anytime ATM card only at CU Anytime and CO-OP Network machines
- get cash withdrawals from share draft, share savings, or Extra Credit line-of- credit account(s) with a VISA Debit Card or CU Anytime ATM card
- transfer funds from account to account with a VISA Debit Card or CU Anytime ATM card.

To protect your account, we place limits on ATM withdrawals, even if your available balance is higher than the daily limit.

Transaction limits are updated every six (6) months. Changes to limitations will be communicated on your account statement. We may also reduce your limits without notice, for security purposes; a separate communication will be sent in this instance.

#### **Interactive Teller Machines (ITM) and Personal Teller Machines (PTM)**

You may access your account(s) by using one of our ITMs and PTMs. For more information or locations of these service, please log into on-line banking or contact 505-889-7755 or 800-347-2838.

#### **VISA® Debit Card Transactions**

You may access your Share Draft 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.

- Debit Card Transactions with signature may not exceed \$2,500 within a 24- hour period. This limit is subject to change.
- Debit Card Transactions through PIN or Point of Sale (POS) may not exceed \$1,000 within a 24-hour period. This limit is subject to change.

#### **Currency Conversion and International Transactions**

When you use your VISA Debit Card, Credit Card, or ATM Card at a merchant that settles in 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 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

### **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 Transactions**

Nusenda Credit Union enables non-Visa debit transaction processing and does not require that all such transactions be authenticated by a PIN. A non-Visa debit transaction may occur on your Nusenda Credit Union debit card through the PULSE/COOP Network. Below are examples to distinguish between a Visa debit and non-Visa debit transaction:

- To initiate a Visa debit transaction at the point of sale, the cardholder signs a receipt, provides a card number (e.g., in e-commerce or mail/telephone order environments) or swipes the card through a point-of-sale terminal.
- To initiate a non-Visa debit transaction, the cardholder enters a PIN at the point-of-sale terminal or, for certain bill payment transactions, provides the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction.

A non-Visa debit transaction will not provide the zero-liability protection benefit, and if a Rewards program is present, a non-Visa debit transaction may not be an eligible Rewards transaction.

Provisions of the cardholder agreement relating only to Visa transactions are inapplicable to non-Visa transactions.

### **Mobile and Internet Banking Application - types of transactions**

You may access your account(s) by visiting [www.nusenda.org](http://www.nusenda.org) with either a computer or an internet enabled mobile device using login credentials created by you. You may also access your account by downloading the app from either the Apple Store or Google Store. You may use the login credentials created by you to:

- transfer funds between your accounts with us
- transfer funds from Extra Credit line of credit or Home Equity line of credit accounts to your accounts with us
- make payments from account(s) to loan account(s) with us
- Access to "Online Bill Payer" to:
  - pay bills directly, by using a personal computer and code, from your share draft account in the amounts and on the days of your request.
- transfer funds to third parties both with us and with other institutions
- get information about
  - the account balance and activity of all accounts with us
  - the account balance and activity of all loans with us
  - the account balance and activity of all credit card accounts with us
  - the account balance and activity of all mortgage loans with us

For further information please refer to the section on ACTUAL VS. AVAILABLE BALANCE LANGUAGE on pages 8, 9, and 10 of this disclosure.

### **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 (505) 889-7755 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 accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. 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 disclosure 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 protecting the funds in your account. If your card or account information has been compromised, you could lose all of the money in your account plus funds in your account could be utilized up to and including 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 Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Debit 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 If code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure 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 disclosure, 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 Debit 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 Debit 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.

NUSENDA CREDIT UNION

CARD SERVICES

P.O. BOX 8530

ALBUQUERQUE, NEW MEXICO 87198

BUSINESS DAYS: MONDAY - FRIDAY

EXCLUDING FEDERAL HOLIDAYS

PHONE: (505) 889-7755 or 1-800-347-2838

For inquiries regarding "Online Bill Payer" transactions, contact:

NUSENDA CREDIT UNION

P.O. BOX 8530

ALBUQUERQUE, NEW MEXICO 87198

PHONE: (505) 889-7755 or 1-800-347-2838

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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## **YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to all "transaction" accounts. A transaction account is an account that allows, during any month, more than six

withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer, telephone order or instruction, or similar order to a third party.

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.

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.

All ATM deposits are put on a two-business day hold. If you make a deposit at an ATM during regular business hours 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 regular business hours 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 \$300 of your deposits, however, will be available on the first business day after the date of deposit.

If we are not going to make all of the funds from your deposit available on the first business day after the date of deposit, 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 \$6000 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 per regulation the first \$6,000 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. The excess over \$6,000 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 \$6,000 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 ninth business day after the day of your deposit.

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## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

As our member we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the check images that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute check images from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

P.O. Box 8530 Albuquerque, NM 87198

505-889-7755 | [info@nusenda.org](mailto:info@nusenda.org)

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

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**TRUTH-IN-SAVINGS DISCLOSURE**  
**Minimum Balance Requirements, Deposit Limitations,**  
**Dividend and Fee Information**  
**All Accounts**

Please refer to the Consumer Dividend and Fee schedule provided to you at account opening. You may also review this document within our website, or visit one of our branches. For additional information on fees, refer to our Fees Section on page 13 of this disclosure.

**TRANSACTION SHARE ACCOUNT**  
**Rate Information**

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

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

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

**Daily balance computation method**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits**

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Par value of a share**

The par value of a share in this account is \$5.00. For this account to remain open, you must maintain a \$5.00 balance.

**breeze® Visa Debit Card Account limitations**

The breeze Account Debit Card may be used at any CU Anytime or CO-OP Network machine free of charge for deposits, withdrawals, transfers and inquires. Breeze Account Debit Card may be used at PULSE or PLUS machines. They will be assessed a fee for use of a foreign ATM plus any additional fees charged by that institution. Members can get a cash advance without a fee at financial institutions offering VISA services. Members can make deposits or withdrawals at any of Nusenda's branch locations. Withdrawals using checks or share drafts are not permitted. Any check or share drafts presented for payment will be returned unpaid.

As identified in the Fee Schedule provided to you, there is no monthly fee for members under the age of 21.

**For This Account the Following Applies**

No dividends will be earned. No overdraft fees will be charged.

**NON-TRANSACTION SHARE ACCOUNT**  
**Rate Information:**

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

**Compounding and crediting**

Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period**

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

### **Daily balance computation method**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

### **Accrual of dividends on noncash deposits**

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

### **Par value of a share**

The par value of a share in this account is \$5.00. For this account to remain open, you must maintain a \$5.00 balance.

## **TRANSACTION SECOND SHARE ACCOUNT**

### **Rate Information**

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

### **Compounding and crediting**

Dividends will be compounded every month. Dividends will be credited to your account every month.

### **Dividend period**

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

### **Daily balance computation method**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

### **Accrual of dividends on noncash deposits**

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

## **NON-TRANSACTION SECOND SHARE ACCOUNT**

### **Rate Information**

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

### **Compounding and crediting**

Dividends will be compounded every month. Dividends will be credited to your account every month.

### **Dividend period**

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

### **Daily balance computation method**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

## **NON-DIVIDEND SHARE ACCOUNT**

### **Par value of a share**

The par value of a share in this account is \$5.00. For this account to remain open, you must maintain a \$5.00 balance.

## **DIVIDEND-EARNING CHECKING ACCOUNT**

### **Rate Information**

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

### **Compounding and crediting**

Dividends will be compounded every month. Dividends will be credited to your account every month.

### **Dividend period**

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

the last day of the dividend period, and for the example above is January 31.

#### **Daily balance computation method**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

#### **Accrual of dividends on noncash deposits**

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

### **MONEY MARKET FUND ACCOUNT**

#### **Rate Information**

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

#### **Compounding and crediting**

Dividends will be compounded every month. Dividends will be credited to your account every month.

#### **Dividend period**

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

#### **Daily balance computation method**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

### **CLUB ACCOUNTS**

#### **Compounding and crediting**

Dividends will not be compounded. Dividends will be credited to your account at the end of the club year.

#### **Time Requirements**

Holiday Club Accounts mature every October 31. Vacation Club Accounts mature every April 30.

#### **Holiday Club dividend period**

For this account type, the dividend period is annual, for example, the beginning date of the first dividend period of the calendar year is November 1, and the ending date of such dividend period is October 31 of the following year. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of a dividend period, and for the example above is October 31.

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

#### **Vacation Club dividend period**

For this account type, the dividend period is annual, for example, the beginning date of the first dividend period of the calendar year is May 1, and the ending date of such dividend period is April 30 of the following year. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of a dividend period, and for the example above is April 30.

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

### **SHARE CERTIFICATE**

#### **Rate Information**

Please refer to our separate rate sheet for current dividend rate and annual percentage yield information. You will be paid this rate until maturity.

#### **Compounding frequency**

Unless otherwise paid, dividends will be compounded every month.

#### **Crediting frequency**

Dividends will be credited to your account every month and at maturity. Alternatively, you may choose to have dividends paid to you or transferred to another account every month rather than credited to this account.

#### **Dividend period**

For this account type, the dividend period is monthly.

#### **Account limitations**

After the account is opened, we reserve the right to refuse or allow additions into your account.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is subject to early withdrawal penalty. The minimum withdrawal of principal we allow is \$500.00 per withdrawal.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

#### **Time requirements**

Please refer to our separate disclosure or your certificate for information regarding term length.

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

- If your account has an original maturity of less than 18 months:
  - The penalty we may impose will be:
    - 3 months of interest on amount withdrawn
- If your account has an original maturity of less than 18 to 24 months:
  - The penalty we may impose will be:
    - 6 months of interest on amount withdrawn
- If your account has an original maturity of less than 36 to 48 months:
  - The penalty we may impose will be:
    - 1 year of interest on amount withdrawn
- If your account has an original maturity of less than 60 months:
  - The penalty we may impose will be:
    - 18 months of interest on amount withdrawn

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

#### **Withdrawal of dividends prior to maturity**

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

#### **Automatically renewable account**

This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, your funds will be disbursed in accordance with your instructions.

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

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty; however, dividends will not accrue during this period.

#### **BUMP-RATE CERTIFICATE**

If your certificate offers this option, you will have the opportunity to bump the rate one time during the term of this certificate. You will earn that higher rate for the remainder of your original term.

At the time of your rate adjustment, you may also add additional funds to the Bump Rate Certificate. You will earn dividends on the total balance of your Certificate from the date of that additional deposit through the maturity date for the Certificate.

At the time of maturity, all funds in your Bump Rate Certificate will automatically remain in the existing Certificate, unless you choose to do otherwise. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

Not all certificates qualify for this Bump Rate option.

#### **COMMON FEATURES**

##### **Bylaw requirements**

You must complete payment of \$5.00 in either a Transaction Share or Share account within six months of admission to membership.

You must maintain a minimum daily balance of \$5.00 in the account at all times to maintain your status as a member in good standing and to be eligible for other credit union services.



### **Non-participation Policy**

A member may have membership privileges revoked for non-participation. Non-participation is based upon **any one of the following**:

- The member's failure to purchase and maintain a share at par value as defined within the Bylaws (currently \$5 with 6 months to complete the purchase), **or**
- The member's failure to vote in three (3) consecutive annual credit union elections, **or**
- The member maintains only a share at par value and has failed to obtain a loan from, or lend to the credit union for a period of at least 6 months. Additionally, the member has not responded to direct communication to become a participating member within 30 days from non-participation notification.



505-889-7755 | 800-347-2838 | [nusenda.org](http://nusenda.org)

Nusenda Credit Union is the trade name  
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Equal Opportunity Lender