## **F&A FEDERAL CREDIT UNION**

# IMPORTANT: RETAIN FOR YOUR RECORDS

#### LIMITED FEDERAL DISCLOSURE STATEMENT FOR CHANGE IN TERMS OF DEPOSIT ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

This limited disclosure is given in conjunction with a change in the terms of F&A Federal Credit Union's (the "Credit Union's") Deposit Account Agreement and Truth-in-Savings Disclosure (the "Account Agreement").

## BRIEF SUMMARY OF IMPORTANT CHANGES IN YOUR ACCOUNT AGREEMENT

The following is a summary of changes that are being made to your Account Agreement terms. These changes will take effect on June 1, 2019 (the "Effective Date").

Beginning on the Effective Date, we are changing several provisions in the Account Agreement. Some of these changes include further information regarding how we calculate your account "available balance," our holds on transactions on your account, and otherwise relate to our overdraft services made available to you. This is information that you should carefully review because it may affect fees you could incur on your account.

In addition, we are adding a new "Arbitration and Waiver of Class Action" provision to the Account Agreement as of the Effective Date; however, the "Arbitration and Waiver of Class Action" provision does not take effect for sixty (60) days, unless you reject the "Arbitration and Waiver of Class Action" provision.

We have also revised our "Member Conduct and Limitation of Services Policy" to provide further details as to our limitation of member services in the event of a delinquent negative deposit account balance or loan.

The revised Account Agreement will also provide further clarifying details regarding your rights and our responsibilities. For more detailed information, please refer to the "Description of Important Changes in Your Account Agreement" below.

You generally do not have the right to reject these changes, except for changes relating to the "Arbitration and Waiver of Class Action" provision in the Account Agreement. Further information on rejection of changes is set forth below.

This limited disclosure is provided by the Credit Union in compliance with the Federal Truth-in-Savings Act and Electronic Fund Transfer Act. <u>This is not a complete Account Agreement</u>, but is limited to the change in terms set forth below. If you would like a copy of the complete, revised Account Agreement, you may contact the Credit Union at:

F&A Federal Credit Union PO Box 30831 Los Angeles, CA. 90030-0831

#### **DESCRIPTION OF IMPORTANT CHANGES IN YOUR ACCOUNT AGREEMENT**

Beginning on the Effective Date, the following changes will be made to your Account Agreement:

1. We are adding an "ARBITRATION AND WAIVER OF CLASS ACTION" to the Account Agreement, in "Part II. TERMS AND CONDITIONS", which reads as follows:

## 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; or, a copy of the Rules can be obtained at any Credit Union branch 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 DISCLOSURE AND 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.
- 2. **Effective Date.** This Arbitration Agreement is effective upon the 61<sup>st</sup> 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.
- 3. 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 in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under the California Unfair Competition Law and Consumer Legal Remedies Act. 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 attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. However, if the Credit Union prevails, then you will not be required to pay its attorneys' fees and costs.

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.

- 4. **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.
- 5. **Severability.** In the event 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 shall remain fully enforceable.
- 6. 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 60 days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at PO Box 30831 Los Angeles, CA. 90030-0831 within such 60 day time period. If you fail to opt-out within this 60 day time period, 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 Disclosure and Agreement or your relationship with the Credit Union.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, <u>www.adr.org</u>, OR call AAA at (800) 778-7879.

- 2. We have added new additional provisions to the Account Agreement, in Part II "TERMS AND CONDITIONS", which read as follows:
  - As required by law, the identity of each person seeking to open an account (including joint owners) must be verified, and we must maintain records of the information used to verify each person's identity. The law requires that we also verify the identities of certain beneficial owners or controlling parties for accounts; you agree to provide us with any information requested regarding beneficial owners of accounts and certify their accuracy upon request by us. We may deny membership, decline to open an account, or close an account if we are prohibited from doing so under applicable law or if we are unable to satisfactorily verify any account owner or beneficiary's identity.
  - In addition to providing us with your name, residential address, phone number and date of birth, we will require you to provide us with current government issued picture identification and a Social Security Number (SSN) or Employer Identification Number (EIN) (generically referred to as a Taxpayer Identification Number or TIN). To avoid backup withholding tax on accounts that earn interest or dividends, you must submit Internal Revenue Service (IRS) Form W-9 or Form W-8BEN and supporting information and/or documentation to us. We will further require you to certify (confirm) for IRS reporting purposes that the SSN or EIN matches the name and address, and indicate whether you are currently subject to backup withholding and whether you are a U.S. citizen or U.S. person. If the IRS indicates that there is a problem with the name and number provided by you for the account or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payment to the IRS. Upon the death of the primary owner, we must be provided with the estate's or successor's TIN or we may either refuse to pay dividends earned on the account since the date of the death or withhold a portion of the dividends that have been earned on the account since the date of the death.

- There are many reasons why 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, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending investigation, including in one or more of the following circumstances: (1) your account is involved in any legal or administrative proceeding; (2) we receive conflicting information or instructions regarding account ownership, control or activity; (3) we suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s); (4) we suspect that any transaction may involve illegal activity or may be fraudulent; (5) we are complying in our sole judgment, with any federal or state law or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws; or (6) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.
- 3. We have deleted the current Section 4 in Part II "TERMS AND CONDITIONS" of the Account Agreement and replaced with a new Section 4, which reads as follows:

Except as otherwise provided herein, we reserve the right to change any provision of or establish new provisions to this Agreement and Disclosure upon thirty (30) days written notice.

The section of this Agreement and Disclosure entitled Funds Availability Policy is subject to change upon fifteen (15) days written notice.

4. We have revised the current Section 19 in Part II "TERMS AND CONDITIONS" of the Account Agreement to read as follows:

If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to joint owners, payees, trust account beneficiaries, business owners, association or business directors, members, or trustees, or a payable on death account, you agree that we may, without liability to you or your beneficiaries and in our sole and absolute discretion take one or more of the following actions: (1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (3) interplead all or any portion of the funds from an account into an appropriate court for resolution; or (4) restrict the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing us to distribute the funds. We may charge your account for expenses (including attorneys' fees and expenses) and fees we incur. In addition, if we receive written notice from any account owner that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners.

Such written notice(s) shall become effective only upon receipt and after we have had a reasonable opportunity to act thereon.

5. We have revised the current section entitled "General" in Part III "LIABILITY FOR OVERDRAFTS" of the Account Agreement to read as follows:

**General.** You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a transaction. We encourage you to manage your funds responsibly. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the outstanding transactions you may have authorized (such as outstanding checks or automatic bill payments you have authorized), as your available balance (discussed in more detail below) will not reflect these transactions until they are paid from your account. You should not assume that you can avoid overdrafting your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal. Refer to the section entitled "Funds Availability Policy" for complete details.

We generally will not authorize an ATM transaction or a one-time debit card transaction if your available balance is insufficient to pay for the transaction, and we will not charge an NSF Fee. We do, however, automatically link your card to an overdraft protection source at account opening, including, but not limited to, a savings account or Visa credit card, to fund any overdrafts on your checking account. You may opt out or change the overdraft protection source by submitting a written request to F&A Federal Credit Union P.O. Box 30831, Los Angeles, CA 90030-0831. We reserve the right to expand or restrict the types of accounts that may be linked to your Card. Refer to the section entitled Liability for Overdrafts in the Deposit Account Agreement and Truth-in-Savings Disclosure.

6. We have revised the current section entitled "How to Determine Your Available Balance" in Part III "LIABILITY FOR OVERDRAFTS" of the Account Agreement to read as follows:

How to Determine Your Available Balance. The available balance in your account plays an important role in the operation of your account. Your available balance is the most current record we have about the funds that are available for withdrawal from your account. Your available balance may be disclosed to you through Online Banking, Mobile Banking, or at a Credit Union-owned ATM. When your available balance is disclosed to you through

Online Banking, Mobile Banking, or at a Credit Union-owned ATM, we will use the term "available" or "available balance." Differing amounts shown as "balance" are not used by us to determine whether you have sufficient funds to cover a transaction because "balance" does not reflect any holds that may be in place and pending transactions.

While the term "balance" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your "balance" will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a \$50 "balance," but you just wrote a check for \$40, then your "balance" is \$50 but it does not reflect the pending check transaction. So at that point, you have a "balance" of \$50, but you have already spent \$40.

Your "available balance" is the balance in your account after deducting: (1) deposits that are not yet available for withdrawal under our Funds Availability Policy; (2) debit card or other transactions we are legally obligated to pay or have already paid out in cash; (3) other pending transactions (such as ACH transactions); and (4) any holds on your account, such as holds on funds to comply with court orders or other legal requirements.

Your account is considered overdrawn when the available balance in your account is negative (less than \$0). The following example illustrates how this works:

For example, assume you have a balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested pre-authorization in the amount of \$20, we will place a "hold" on your account for \$20 (referred to as an "pre-authorization hold"). Your balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant's pre-authorization request that resulted in a pre-authorization hold on \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the pre-authorization hold), we will release the pre-authorization hold, post the transaction to your account, and reduce your balance by the amount of the posted transaction. However, if in this example a check that you wrote for \$40 clears before the restaurant charge is sent to us for payment and while the available balance is still \$30 (due to the pre-authorization hold of \$20), your account will be overdrawn by \$10, even though your balance remains \$50. In this case, we may pay the \$40 check, but you may be charged a Courtesy Pay Fee as disclosed in our Schedule of Fees and Charges.

YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE. This is because your available balance does not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. For example, when you write a check, the payee may not present the check to us for payment on the same day, so the outstanding check will not be reflected in your available balance since it has not yet been received by us.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one- time debit card transaction for payment within three (3) calendar days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions, and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, however, even if we release the hold, if we subsequently receive the transaction from the merchant, we are generally required to and will pay the transaction from your account. Refer to the section entitled "Authorization Holds for Debit Card Transactions" below for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Refer to the section entitled "Funds Availability Policy" for information regarding the availability for withdrawal of your deposits.

7. We have revised the current section entitled "Authorization Holds for Debit Card Transactions" in Part III "LIABILITY FOR OVERDRAFTS" of the Account Agreement to read as follows:

Authorization Holds for Debit Card Transactions. When you use your debit card to pay for goods or services, the merchant may ask us to authorize the transaction and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold against some or all of the funds in the account linked to your debit card. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We refer to this temporary hold as a "pre-authorization hold," and the amount of the authorization hold will be subtracted from your available balance (generally in real time as they are received by us throughout each day). We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. This can happen at a restaurant or a gas station, because you may choose to add a tip to a restaurant transaction or because the amount of gas you pump is unknown when your card is swiped. For those transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In

some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance.

We are permitted to place an authorization hold on your account for up to three (3) calendar days (thirty (30) business days for certain types of transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) calendar days.

We urge you to record and closely track all of your transactions to confirm that your available balance accurately reflects your spending of funds from the account linked to your debit card.

8. We have revised the current Part VII "MEMBER CONDUCT AND LIMITATION OF SERVICES POLICY" of the Account Agreement to read as follows:

The privilege of F&A Federal Credit Union services available to members must be reserved for members who are in "good standing." You acknowledge and agree that the purpose of this policy is to: (1) protect the employees, volunteers and members of the Credit Union from abusive members; (2) protect the Credit Union from fraudulent activity; (3) safeguard member assets; and (4) mitigate the risk of Credit Union losses. To this end, this policy addresses standards of member conduct in order to assure the rights and protection of the Credit Union's employees, volunteers and members. You further acknowledge and agree that this policy also defines what constitutes a "pecuniary loss" which may also serve as a basis for limiting member services.

You acknowledge and agree that the Credit Union's good reputation is due in large part to the loyalty, commitment and continued efforts of its employees, volunteers and members. The Credit Union is committed to treating its employees, volunteers and members with the respect they deserve and is committed to maintaining a work place free from unacceptable conduct from any source.

In the event that you cause the Credit Union a "pecuniary loss", are "not in good standing", or engage in any type of abusive behavior towards a Credit Union member or a Credit Union employee or volunteer engaged in Credit Union business, the Credit Union is authorized to apply appropriate remedial measures against you.

This policy extends to: (1) any member "not in good standing" who seeks member services whether directly or indirectly through a Credit Union account; (2) any person, including but not limited to any joint account owner, who has access to Credit Union services directly or indirectly through you; and (3) member conduct at any Credit Union Service Centers Network or any other shared-branching network.

You will not be considered to be in "good standing" with this Credit Union if:

- 1. You fail to comply with the terms and conditions of any lawful obligation with this Credit Union and as a result, the Credit Union suffers a "pecuniary loss" as defined below;
- 2. You have a loan account with us that is delinquent thirty (30) calendar days or more;
- 3. You have a deposit account with us that is overdrawn thirty (30) calendar days or more;
- 4. You manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union's membership; or
- 5. You engage in "abusive behavior," as defined below, or otherwise injure any person or damage any property while on Credit Union premises, at any Credit Union function, or while on the premises of any Credit Union Service Centers Network.

The determination of whether you are in "good standing" with this Credit Union will be made at the sole discretion of the Senior Management of this Credit Union.

## DEFINITIONS

- 1. "Member services" are hereby defined as any products or services now or hereafter provided or sponsored by the Credit Union or otherwise made available to Credit Union members, which services include, but are not limited to: loans, deposit accounts, checking or share drafts, ATM services, online banking services, and other electronic fund transfer services.
- 2. A "pecuniary loss" to the Credit Union occurs when the Credit Union writes off as uncollectible any monies which you owe, for whatever reason, to the Credit Union.
  - (i) For loans: the pecuniary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the pecuniary loss does not include interest and expenses.
  - (ii) For shares: the pecuniary loss is defined as the negative balance in the share account written off as uncollectible.
- 3. "Abusive behavior" includes, but is not limited to, any of the following conduct:
  - i. Any threats of or actual bodily harm or illegal activity against another member or an employee

or volunteer engaged in Credit Union business.

- ii. Any form of action which may constitute harassment under the Credit Union's harassment policy.
- iii. Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business.
- iv. Using profane, abusive, vulgar, intimidating or threatening language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business.
- v. Bringing or possessing firearms or weapons or any hazardous or dangerous device on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.
- vi. Possession, sale, use or being under the influence of an unlawful or unauthorized substance (e.g., drugs or alcohol) on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.
- vii. Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
- viii. Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other members, employees and volunteers at the Credit Union.
- ix. Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services.
- x. Any posting, defacing, or removing notices or signs on Credit Union premises, or writing on Credit Union bulletin boards without management authorization.
- xi. Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union.
- xii. Deliberate or repeated violations of security procedures or safety rules.

Any other act which endangers the safety, health or well-being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

This list is non-exhaustive and is used only as an example of types of behavior that may be viewed as "abusive" by the Credit Union.

## POLICY

You acknowledge and agree that the availability of member services for members who are not in good standing with this Credit Union shall be restricted. Any or all of the following actions may be imposed against a member who is deemed to be "not in good standing":

- 1. Denial of all services other than the right to maintain a share account and the right to vote at annual and special meetings.
- 2. Preclusion from personal contact with Credit Union employees, volunteers or members such that Credit Union services may be available only through written communication through the U.S. mail, online banking, telephone banking, or other remote access device designated by Credit Union Senior Management.
- 3. Preclusion from access to Credit Union premises.
- 4. Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.
- 5. Taking any other action deemed appropriate under the circumstances that is not precluded by the Federal Credit Union Act, NCUA Rules and Regulations, the Credit Union's Bylaws or other applicable federal or state law.
- 6. Limiting or denying you access to electronic banking services, which include, but are not limited to, ATM/Debit Card usage, Online Banking, mobile banking, and telephone banking.

You acknowledge and agree that any threats of bodily harm or any other illegal activity against any Credit Union employee, volunteer or other member will be reported to appropriate federal, state and/or local authorities. In the case of continued abusive behavior or a particularly abusive incident, you acknowledge and agree that you may be subject to expulsion from the Credit Union at a special meeting of the members or at the next annual meeting of the membership.

In order to encourage you to contact us, in the event that we have been unable to contact you regarding a delinquent negative deposit balance or loan payment, we may limit your access to remote, card, electronic, or automatic payment services until you contact us and/or provide us with your contact information in accordance with this Agreement and Disclosure and any applicable loan document.

These limitations shall not prohibit you from exercising rights under federal or state law or regulations.