

# ACCOUNT AGREEMENTS AND DISCLOSURES

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THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION FOR CONSUMER OR BUSINESS ACCOUNTS INCLUDING, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, SUBSTITUTE SHARE DRAFTS AND YOUR RIGHTS, WIRE TRANSFERS AGREEMENT, PRIVACY POLICY DISCLOSURE AND CONSENT TO RECEIVE ELECTRONIC DOCUMENTATION. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Throughout these Agreements and Disclosures, the references to "We", "Us", "Our" and "Credit Union" mean Omaha Federal Credit Union. The words "you" and "Your" mean each person signing the account card and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any ATM or Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "ETC" and Our Personal Computer Account Access System is hereinafter referred to as "Virtual Branch", whereas "E-Check" means any check in which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

## OMAHA FEDERAL CREDIT UNION MEMBERSHIP

To apply for membership with Omaha Federal Credit Union You must complete, sign and return an application for membership. Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments. You understand that we may scan an image of your ID for protection on your account. Credit Union membership is granted to applicants within Omaha Federal Credit Union's common bond as outlined in the Credit Union's Charter. By signing Your application for membership. You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

### MEMBERSHIP ELIGIBILITY

Omaha Federal Credit Union's membership eligibility is anyone who lives, works, attends school or worships within the Nebraska counties of Douglas, Sarpy, and Washington or within the Iowa county of Pottawattamie. Credit Union members whose status is currently within the Credit Union's common bond (as outlined herein) may sponsor immediate family members. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather and spouse.

### ACCOUNT AGREEMENT

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH OMAHA FEDERAL CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUNDS TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

**AUTHORITY.** Authorized Person is anyone who has signed the account card. Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner, and transact any business of any nature on such accounts including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more account;
- Signing drafts, checks and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any unauthorized transaction by an Authorized Person. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If the account documents indicate that more than one signature is required to transact business, we will require the number of signatures stated on the account documents. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear such a facsimile signature.

**CUSTODIAL ACCOUNTS.** Any custodial account is subject to the Uniform Transfers to Minors Act. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**TRUST ACCOUNTS.** A Trust Account will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. We require all Trust Accounts to name a beneficiary. For Revocable Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union and, any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. If the Account Designation shows a payable on death status, any Beneficiary has rights to the Account only if alive and only if the Settlor is deceased. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**POWER OF ATTORNEY.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**DEPOSIT OF ITEMS.** You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. Such deposits must identify the account to be credited and If You fail to do so in a manner acceptable to Us, You agree and understand that We may at Our sole discretion, return the deposit to You or deposit it to an account of Our choosing. We have the right to refuse to accept any Check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a Returned Check Fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorney fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

**COLLECTION OF ITEMS.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash.

**OVERDRAFT PROTECTION.** To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determined) to Your Account to cover any overdraft. If you have a line of credit with Us, transfers will be made either from Your line of credit up to Your available credit limit and/or from Your Share Savings Accounts, provided You have enough available funds in that Account, depending upon the preference You have indicated to Us for clearing any such overdraft(s). We may, at Our option, provide You with Courtesy Overdraft and if We elect to do so, You understand that transfers will be made at Our sole discretion and in an order of our choosing, subject to Our Overdraft Policy in force at the time of any such transfer. A fee will be charged for Courtesy Overdraft transfers. This fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means, as applicable. Any overdraft transfers from Your Share Savings Accounts and/or those made in conjunction with Courtesy Overdraft may be subject to a fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur. Your Social Security and VA benefits can be used to pay for overdrafts, unless you "opt out" to do so.

**EXPENSES.** If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

**LIEN IMPRESSMENT AND SET-OFF.** You agree that We may impress and enforce a statutory lien upon Your Accounts or Credit Cards with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account or Credit Cards are owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

**CREDIT REPORTING NOTICE.** We may report information about Your account to credit bureaus. Late payments, missed payments, or other defaults on Your account may be reflected in Your credit report.

**MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.**

You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You open Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

**NONSUFFICIENT FUNDS RETURNS.** Any Check or pre-authorized withdrawal/transfer presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

**NOTICE OF RECEIPT OF ACH ITEMS.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account and as permitted by law. We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

**PROVISIONAL PAYMENT (ACH ORIGINATION).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in 4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

**PROVISIONAL PAYMENT (ACH RECEIPT).** Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e. the originator of the entry) shall not be deemed to have paid You the amount of such entry.

**CHOICE OF LAW.** We may accept payment on Your behalf, for Your account which, have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligation with respect to such payments shall be constructed, in accordance with the governed, by the laws of the state of Nebraska as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**SUSPENSION OF SERVICES.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any Check presented for payment for Your Account after Your Account is closed or suspended and to recover such amounts paid from You. Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel, suspend or otherwise restrict services to a member who is not in good standing, which includes members that have (a) a delinquent loan; (b) a share Savings Account balance below the \$5.00 minimum; (c) an unresolved deposited returned Check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) caused a financial loss to the Credit Union; or (g) been abusive to a Credit Union Employee.

**AGREEMENTS AND DISCLOSURES.** The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement, contain (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

**STOP PAYMENTS.** You may ask Us orally to stop payment on a Check. For any such request to remain valid, however, You must also supply Us with a written request within 14 days after You make any such oral request. Stop payment requests are also subject to the terms and conditions of the Stop Payment Order form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for 6 months. If at the end of 6 months You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a Check which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care. In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved Check. If We do pay a Check for which You have requested stop payment and as result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made that request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Funds Transfer Agreement with You. Stop payment requests are also subject to the terms and conditions of the Stop Payment Order form related to any such request.

**SHARE DRAFTS AND OTHER ACCOUNT ACCESS DEVICES.** Any share Draft or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulations or Our own policy. If you purchase checks from someone other than us, you agree to be responsible for any loss or fees associated with these checks.

**POSTDATED, STALE, OR OVERDRAFT SHARE DRAFTS.** You understand that postdating a Share Draft will have no effect on whether or not it is honored prior to or after the date of any such Share Draft. A stale Share Draft is any Share Draft received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft Share Draft, or other item presented for payment on Your Account without any liability.

**SHARE DRAFT.** Your cancelled Share Drafts will not be returned to You. You understand that cancelled Share Drafts retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a Share Draft and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved Share Draft.

**PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies. You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic funds transfer, then the provisions of Our Electronic Funds Transfer Agreement with You will control resolution of the matter.

**AMENDMENTS.** This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

**ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS.** If Your Account is an organizational, partnership or corporation account, You will supply Us with a separate authorization information of the authorized signers for the account and provide any other related documents if We request You to do so.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our recourse and any costs and locator fees incurred in Our locating efforts.

**WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Nebraska, except to the extent that federal law controls.

## ACCOUNT DISCLOSURES

The following Disclosures contain important information and the terms and conditions of any account or accounts that You may have with Us and are provided as required by the Truth-In-Savings Act Wherever used, "APY" means Annual Percentage Yield.

### SPECIFIC TERMS APPLICABLE TO YOUR SHARE SAVINGS ACCOUNT

**Rate Information.** The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union. For the current dividend rate and corresponding APY refer to this month's Deposit Rate Sheet.

**Minimum Balance Requirements.** The minimum Balance required to open this Account is \$5.00. You must maintain a minimum average daily balance of \$100 in Your Account each month to obtain the disclosed annual percentage yield.

### SPECIFIC TERMS APPLICABLE TO YOUR HEALTH SAVINGS ACCOUNT

**Rate Information.** The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union. For the current dividend rate and corresponding APY, refer to the current month's Deposit Rate Sheet.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$20.00. You must maintain a minimum average daily balance of \$100 in Your Account each day to obtain the disclosed annual percentage yield. **Transaction Limitations.** Health Savings/ Checking Accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your health savings account or Your tax advisor for additional information.

### SPECIFIC TERMS APPLICABLE TO YOUR E-CHECKING ACCOUNT

**E-Checking Information.** No dividends are paid on this Account.

**Minimum Balance Requirement.** The minimum balance required to open this Account is \$10.00.

**Transaction Limitations.** No transaction limitations apply to this account for consumer accounts.

### SPECIFIC TERMS APPLICABLE TO YOUR CLASSIC CHECKING ACCOUNT

No dividends are paid on this Account.

**Minimum Balance Requirement.** The minimum required to open this account is \$25.00.

**Transaction Limitations.** No transaction limitations apply to this account for consumer accounts. See Fee Schedule for business accounts.

### SPECIFIC TERMS APPLICABLE TO YOUR PREMIER CHECKING ACCOUNT

**Dividend Rate Information.** The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union. For the current dividend rate and corresponding APY, refer to this month's rate sheet.

**Minimum Balance Requirement.** The minimum required to open this account is \$1000.00. You must maintain a minimum average daily balance of \$1000 in your account for the month to obtain the disclosed annual percentage yield. Dividends are paid the last day of each month.

**Monthly Fees.** There is a monthly fee if you fall below \$1000 during the month. See the fee schedule included in this disclosure.

Transaction Limitations. No transaction limitations apply to this account for consumer accounts. See Fee Schedule for business accounts.

#### **SPECIFIC TERMS APPLICABLE TO YOUR VACATION CLUB SHARE ACCOUNT**

Dividend Rate Information. The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union.

Compounding and Crediting. Dividends will not be compounded. Dividends will be credited to your account annually.

Dividend Period. For this account type, the dividend period is annually. 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. The dividend declaration date is the last day of the 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.

Minimum Balance Requirement. No minimum balance requirements apply to this account.

Average Daily Balance Computation Method. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account at the end of each day of the period and dividing that figure by the number of days in the period. The period we use is annual.

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

Transaction Limitations. You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. If any withdrawal is made from the account before April 30th, then the account may be closed.

#### **SPECIFIC TERMS APPLICABLE TO YOUR CHRISTMAS CLUB SHARE ACCOUNT**

Dividend Rate Information. The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union.

Compounding and Crediting. Dividends will not be compounded. Dividends will be credited to your account annually.

Dividend Period. For this account type, the dividend period is annually, 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. The dividend declaration date is the last day of the 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.

Minimum Balance Requirement. No minimum balance requirements apply to this account.

Average Daily Balance Computation Method. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account at the end of each day of the period and dividing that figure by the number of days in the period. The period we use is annual.

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

Transaction Limitations. You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. If any withdrawal is made from the account before October 31st, then the account may be closed.

#### **SPECIFIC TERMS APPLICABLE TO YOUR REGULAR SHARE CERTIFICATE ACCOUNT**

Tiered Fixed Rate Information. This Account is subject to a Tiered Fixed Rate. For the dividend rate and corresponding APY, refer to current Rate Sheet.

Minimum Balance Requirements. For the minimum balance required to open this Account, refer the Rate Sheet. You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed annual percentage yield and to keep Your Account open.

Transaction Limitations. Once Your Account is established, You may not make withdrawals of principal from Your Account that would reduce Your balance below the required minimum.

Maturity Date. Your Account will mature after the term indicated on the Share Certificate.. We will impose a penalty if You withdraw any of the funds before the maturity date. The penalty imposed will equal 90 days of dividends on the amount withdrawn and can go into your principal.

Renewal Policies. Your Account will renew automatically upon maturity. You will have a 10 calendar day grace period immediately following the maturity of Your Account during which You may make withdrawals from your Account without penalty.

#### **SPECIFIC TERMS APPLICABLE TO YOUR SHARE SUPER SAVERS CERTIFICATE ACCOUNT**

Tiered Fixed Rate Information. This Account is subject to a Tiered Fixed Rate. For the dividend rate and corresponding APY, refer the current Rate Sheet.

Minimum Balance Requirements. For the minimum balance required to open this Account, refer to the current Rate Sheet. You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed annual percentage yield and to keep Your Account open.

Transaction Limitations. Once Your Account is established, You may not make withdrawals of principal from Your Account that would reduce Your balance below the required minimum.

Maturity Date. Your Account will mature after the term indicated on the Share Certificate.

Early Withdrawal Provisions. We will impose a penalty if You withdraw any of the funds before the maturity date. The penalty imposed will equal 90 days of dividends on the amount withdrawn and can go into your principal.

Renewal Policies. Your Account will renew automatically upon maturity. You will have a 10 calendar day grace period immediately following the maturity of Your Account during which You may make withdrawals from your Account without penalty.

### **SPECIFIC TERMS APPLICABLE TO YOUR GOOD SAVERS ACCOUNT**

Tiered Fixed Rate Information. This Account is subject to a Tiered Fixed Rate. For the dividend rate and corresponding APY, refer to the current Rate Sheet. Compounding and Crediting. Dividends will be compounded monthly. Dividends will be credited to your account monthly.

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. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance Requirement. The minimum balance required to open this account is \$2,500.00. You must maintain a minimum average daily balance of \$2,500.00 in your account to obtain the disclosed annual percentage yield.

Average Daily Balance Computation Method. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

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

Transaction Limitations. The minimum balance you may withdraw is \$100.00 per withdrawal. Three (3) withdrawals may be made per month free. After the 3rd withdrawal, additional withdrawals have a fee of \$5.00 per withdrawal.

### **SPECIFIC TERMS APPLICABLE TO YOUR VARIABLE IRA ACCOUNT**

Dividend Rate Information. The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors.

Compounding and Crediting. Dividends will be compounded every month. Dividends will be credited to your account monthly.

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. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance Requirement. The minimum balance required to open this account is \$25.00. You must maintain a minimum average daily balance of \$25.00 in your account to obtain the disclosed annual percentage yield.

Average Daily Balance Computation Method. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account at the end of each day of the period and dividing that figure by the number of days in the period. The period we use is monthly.

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

Transaction Limitations. You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. Individual Retirement Accounts are also subject to limitations and /or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or Your tax advisor for additional information.

### **SPECIFIC TERMS APPLICABLE TO YOUR IRA SHARE CERTIFICATE ACCOUNT**

Tiered Fixed Rate Information. This Account is subject to a Tiered Fixed Rate. For the dividend rate and corresponding APY, refer to the current Rate Sheet.

Minimum Balance Requirements. For the minimum balance required to open this Account, refer to current Rate Sheet. You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed annual percentage yield and to keep Your Account open.

Transaction Limitations. Once Your Account is established, You may not make withdrawals of principal from Your Account that would reduce Your balance below the required minimum. Individual Retirement Accounts are also subject to limitations and /or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or Your tax advisor for additional information.

Maturity Date. Your Account will mature after the term indicated the current Rate Sheet.

Early Withdrawal Provisions. We will impose a penalty if You withdraw any of the funds before the maturity date. The penalty imposed will equal 90 days of dividends on the amount withdrawn and may go into principal.

Renewal Policies. Your Account will renew automatically upon maturity. You will have a 10 calendar day grace period immediately following the maturity of Your Account during which You may make withdrawals from your Account without penalty.

### **GENERAL TERMS APPLICABLE TO ALL ACCOUNTS**

Member in Good Standing. The Account services described in this brochure are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members with:

- a delinquent loan.
- a share savings balance below the \$5.00 minimum
- an unresolved deposited returned check
- unpaid and uncollected credit union fees
- a negative balance on an account.
- unpaid and uncollected charge off loan

Minimum Balance Requirements. To be a member and maintain Accounts with Us You must purchase 1-share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in Your Account drops below 1-Share (\$5.00), for a period of one month or more. We may, at Our option, close Your Account.

Rate Information. For all dividend bearing Accounts, the dividend rate and APY may change every dividend period based on the determination of the Credit Union.

Nature of Dividends. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Withdrawals of Dividends Prior to Maturity. For Share Certificate Accounts, the Annual percentage Yield assumes that interest remains on deposit until maturity. A withdrawal will reduce earnings.

Additional Transactions Limitations. For all Accounts (except Share Draft Checking Accounts) during any statement period, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction No more than six transfers may be made by check, draft, debit card. The Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than 7 days and up to 60 days before any such withdrawal.

Compounding and Crediting. For all dividend bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds the minimum balance requirement for Your Account. Except for Share Certificate Accounts, You will not be paid any dividends that have accrued but have not yet been credited at the time You close Your Account. The dividend period, compounding frequency and the crediting frequency for all accounts are shown in the following table:

Account Type	Dividend Period	Compounding Frequency	Crediting Frequency
Share Savings	Monthly	Monthly	Monthly
Classic Checking	No Dividends	No Dividends	No Dividends
Health Savings/Checking	Monthly	Monthly	Monthly
Good Savers Account	Monthly	Monthly	Monthly
Premier Checking	Monthly	Monthly	Monthly
Vacation Club	Annually	Annually	Annually
Christmas Club	Annually	Annually	Annually
IRA Variable Account	Monthly	Monthly	Monthly
Share Certificate	Monthly	Monthly	Monthly
IRA Share Certificate	Monthly	Monthly	Monthly
Super Savers Certificate	Monthly	Monthly	Monthly

Balance Computation Method. For all dividend bearing Accounts, dividends are calculated by the average daily balance method which applies a daily periodic rate to the average daily balance for the average daily balance calculation period. The average daily balance is determined by adding the full amount of the principal in Your Account for each day of the period and dividing that figure by the number of days in the period. Accrual on Non-cash Deposits. For dividend bearing Accounts, dividends will begin to accrue on the business day that You place non-cash items (e.g. checks) into Your Account. Fees and Charges. Any fees and charges applicable to Your Account are disclosed separately in the "Schedule of Fees and Charges" provided in conjunction with these Agreements and Disclosures.

## TRUTH IN SAVINGS ACCOUNT DISCLOSURE

### SAVINGS/CHECKING ACCOUNTS

**Except as specially described, the following disclosures apply to all of the accounts. All accounts described in this Rate & Fee Schedule are savings accounts.**

**1. Rate Information.** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Regular Savings, Good Savers, and Variable IRA accounts, the Dividend Rate and Annual Percentage Yield may change at any time as determined by the Credit Union's Board of Directors. For Christmas Club and Vacation Club accounts, the Dividend Rate and Annual Percentage Yield may change annually as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the rates and yields as of the last dividend declaration date which is set forth in the Rate Schedule. The Regular Savings account is a Tiered Rate account. Dividends are paid on average daily balance.

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

**3. Dividend Compounding and Crediting.** The compounding and crediting of dividends and dividend period applicable to each account are set forth in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. For the Regular Savings Account, Good Savers Account and the Variable IRA, dividends are compounded and credited monthly. For both the Vacation and Christmas Club Accounts, dividends are compounded and credited annually.

**4. Accrual of Dividends.** For Regular Savings, Good Savers, Variable IRA, Christmas Club and Vacation Club accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Regular Savings, Good Savers, Variable IRA, Christmas Club, and Vacation Club accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid.

**5. Balance Information.** The minimum balance requirements applicable to each account are set forth in the Rate Schedule. The minimum opening deposit for Regular Savings is \$5.00. For Good Savers Accounts the minimum opening deposit is \$2500.00. The Variable IRA, Christmas Club and Vacation Club Accounts do not have a minimum opening deposit. For Regular Savings, Good Savers, Variable IRA, Christmas Club and Vacation Club accounts using an Average Daily Balance method, dividends are calculated by applying a periodic rate to the average daily balance in the account for the period. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

**6. Account Limitations.** For Regular Savings accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed. For a Christmas Club account, the entire balance will be paid by transferring the funds to your Regular Savings account on or after November 1 and the account will remain open. If you withdraw any of the account balance at any time, we may impose a fee of all accrued, uncredited dividends on the account and your account will be closed. You may make transfers or withdrawals in the first seven (7) days after the account is opened without restriction. For a Vacation Club account, the entire balance will be paid by transferring the funds to your Regular Savings account on or after May 1 and the account will remain open. If you withdraw any of the account balance at any time, we may impose a fee of all accrued, uncredited dividends on the account and your account will be closed. You may make transfers or withdrawals in the first seven (7) days after the account is opened with restriction. For Variable Rate IRA and Checking accounts, no account limitations apply.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENT AS REQUIRED BY THE ELECTRONIC FUNDS TRANSFER ACT (15 U.S.C. SECTION 1603 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ATM AND DEBIT CARD, OUR AUDIO RESPONSE SYSTEM ("ETC") AND PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("VIRTUAL BRANCH") EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

**DEBIT CARD, ETC, VIRTUAL BRANCH AND E-CHECK AGREEMENT.** This Agreement applies to any electronic funds transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic funds transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) Our ETC Audio Response System; (c) Our Virtual Branch Account Access system; and (d) any check in which You authorize the payee to process electronically. An electronic funds transfer is any transfer of funds which is performed through the use of Your Card, E-Check, ETC Audio Response System or other electronic device You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable.

The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to machines; (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are violation of applicable state and/or Federal law; (d) that You may make ATM withdrawals from Your Share Draft Checking Account, Share Savings Account and/or Your Line of Credit that You may have with Us up to a maximum daily amount (share, line of credit and share draft combined) of \$500.00, provided You have enough money in Your Accounts. You may also make Point of Sale ("POS") withdrawals from Your Share Draft Account with Your Card up to \$2000.00 daily, provided You have enough money or available credit in Your Account(s); and (e) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your Share or Share Draft Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Share Account in any order We determine; and (2) We cannot honor stop payment requests on ATM Card, Debit Card and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Funds Transfer that exceeds the balance in Your Share and/or Share Draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount plus any associated fees and charges.

**MULTIPLE OWNER ACCOUNTS.** If this is a multiple Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary accountholder's address. We may refuse to follow any instructions which run counter to this provision.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at Omaha Federal Credit Union locations may not be posted to Your Account until they are received and verified by Us. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

### TYPES AND LIMITATIONS OF SERVICES

**DEBIT CARD TRANSACTIONS.** You may use Your Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to (a) make deposits to Your Share or Share Draft Account(s); (b) withdraw cash from Your Share or Share Draft Account(s); (c) transfer funds between Your Share and Share Draft Accounts; and (d) learn the balances in Your deposit Accounts that You have with Us. You may also use Your Card to make goods and services at any location where the Card is accepted. If you do use Your Card for such transactions. You authorize Us to withdraw funds up to the available balance of Your Account(s) to cover any such transactions, provided You have available funds.

**ETC TRANSACTIONS.** You may use ETC in conjunction with Your Access Code to make the following types of transactions on designated accounts; (a) telephone transfers of funds between Your Share and Share Draft Accounts; (b) payments on Your loan Accounts that You may have with Us; (c) inquires on Account balances and loan data; (d) withdrawals from deposit Accounts; (e) transactions on shares/deposit; (f) miscellaneous inquiries on Credit Union services that affect Your Account; (g) make advances from Your line of Credit that You may have with Us, and (h) cross account transfers. You may also use our Pay Bill Payer Service to issue payments on your behalf, except to the extent that such payments are for governmental agencies, Collection Agencies, state and local taxing authorities, court-ordered payment and /or addresses outside the United States of America. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of Our Pay Bill Payer Service will be made either by check or electronic transfer and may take as long as 5 business days to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges incurred by You.

You may cancel a transaction scheduled for future date only if We receive Your request for cancellation in time to stop the identified transaction. If you request such a cancellation and We are not able to process Your request. We will (but are under no obligation to do so) attempt to notify You prior to the posting of that transaction. You agree that once You have initiated a transaction, the Credit Union will have no liability for failure to fulfill Your request for stop payment.

**ADDITIONAL TRANSACTION LIMITATIONS.** For all Accounts (except Share Draft Accounts) during any statement period, You may not make more than 6 withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction. No more than six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to closure by the Credit Union.

**ATM CARD FOREIGN TRANSACTIONS.** ATM and Point of Sale (POS) transactions made in foreign countries and foreign currencies will be transacted in U. S. Dollars. The conversion rate to dollars will be a (i) the wholesale market rate or (ii) the government-mandated rate, whichever is applicable, in effect one

day prior to the processing date, increased by one-percent. For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. In each instance You will be charged 1.00% on the final settlement amount for transactions that are initiated in foreign countries.

**OWNERSHIP.** Your Card and/or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account access devices to Us immediately upon the closing of Your Account.

**ELECTRONIC CHECK CONVERSION/ELECTRONIC RETURNED CHECK**

**FEES.** If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account (from Your employer, the Federal government or other payer). We do not notify you - you may use Virtual Branch or call us.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any preauthorized payments, call Us at (402) 399-9001 or write Us at the address shown in this Agreement in time for us to receive Your stop payment 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. Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account in person. When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly either by mail or electronically.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other type of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule, ETC and Virtual Branch information after Your Account is established. Additional fee schedules are available at any of Our office locations. When You use an ATM not owned by US, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a funds transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement. We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transaction does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your card is retrieved or retained by an ATM; or (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account.

**LIABILITY FOR UNAUTHORIZED USE.** The following applies to electronic funds transfers that debit a consumer's Account, and does not apply to non-consumer Accounts. Telephone Us at once at (402) 399-9001 if You believe Your Card, PIN or Access code have been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Also if your statement shows transfers that you did not make including those made by card, code or other means, TELL US AT ONCE. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. If You tell Us within 2 business days, You can lose no more than \$50 if someone uses Your Card, PIN or Access Code without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your Card, PIN, or Access Code, and We can prove that We could have stopped someone from using Your Card, PIN or Access Code without Your permission if You had told Us, then You could lose as much as \$500. Additionally, If Your periodic statement shows transfers that You didn't make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. Exception: You will have no liability for unauthorized use for Your Debit Card as long as You report the loss or theft of Your Debit Card within two business days. If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized Debit Card transactions. Your liability for unauthorized use will not exceed \$500. These exceptions do not apply to transactions involving Your PIN or from Your gross negligence and/or fraudulent use of Your Debit Card.

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.**

The following applies to electronic funds transfers that debit a consumer's Account, and does not apply to non-consumer Accounts. In case of errors or questions about electronic funds transfers from your accounts or if you need more information about a transfer on the statement or receipt, telephone us at (402) 399-9001 or send us a written notice to the following address: 3001 S. 82nd Ave., Omaha, NE 68124, as soon as you can. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared. Tell Us (a) Your name and Account number; (b) the dollar amount of the suspected error, describe the error or the transaction You are unsure about, and explain as clearly as You can why You believe there is an error or why You need more information. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If we decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to within Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made. Please feel free to contact the credit union with any questions you may have concerning this notice.

**LOST OR STOLEN CARDS.** To report a lost or stolen Card, PIN Access Code or any combination thereof, You will call Us During regular business hours at (402) 399-9001 and after hours, on weekends and holidays you can call 1-800-888-0085 to report a lost or stolen debit card. You may also write to Us to report the loss of a Card, PIN, Access Code or any combination thereof, at the address shown in this Agreement.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction, or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (3) in order to comply with a government agency or court order, or any legal process, or (4) if You give Us written permission.



**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code or cancel this Agreement at any time at our discretion. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays, and holidays.

**GOVERNING LAW.** This agreement is controlled and governed by the law of the State of Nebraska except to the extent that such laws are inconsistent with controlling federal law.

## FUNDS AVAILABILITY POLICY DISCLOSURE

**THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS AT THE OMAHA FEDERAL CREDIT UNION, YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.**

**Your Ability to Withdraw Funds.** 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 they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. 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 4:00 PM 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 4:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Longer Delays May Apply.** 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.
- Your deposit check totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have over drawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communication equipment.

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

**Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, 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 \$5,000 will be available on the second business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth (9) business day of your deposit.

## SUBSTITUTE SHARE DRAFTS AND YOUR RIGHTS

**THIS IS YOUR SUBSTITUTE SHARE DRAFT POLICY DISCLOSURE AND INSTRUCTIONS. IT CONTAINS IMPORTANT INFORMATION CONCERNING OUR SUBSTITUTE SHARE DRAFT POLICY AND NECESSARY DISCLOSURES AS REQUIRED BY THE CHECK CLEARING FOR THE 21ST CENTURY ACT (12 CFR 229 ET SEQ) AND SPECIAL INSTRUCTIONS REGARDING YOUR RIGHT TO FILE FOR AN EXPEDITED REFUND. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

To make share draft processing easier, a federal law permits institutions to replace original share drafts with "substitute share drafts." This notice describes substitute share drafts and the rights that You will have when You receive substitute share drafts.

### What is a Substitute Share draft?

A substitute share draft is a copy of an original share draft that is the same as the original share draft for all purposes, including proving that You made a payment, if it includes an accurate copy of the front and back of the original share draft and contains the words: "This is a legal copy of your check. You can Use it the same way You would Use the original check." A substitute share draft that meets these requirements is generally subject to federal and state laws that apply to an original share draft. If You lose money because You received a substitute share draft, You have the right to file a claim for an expedited refund.

### Your Right to File a Claim for an Expedited Refund.

Federal law gives You the right to file a claim for an expedited refund if You receive a substitute share draft and believe that all of the statements below are true. (1) The substitute share draft was incorrectly charged to Your Account (for example, this may be true if We charged Your Account for the wrong amount or if We charged Your Account more than once for the same share draft); (2) You lost money as a result of the substitute share draft charged to Your Account; and (3) You need the original share draft or a better copy of the original share draft to demonstrate that We incorrectly charged Your Account (for example, this may be true if You think that We charged Your Account for the wrong amount and the substitute share draft does not clearly show the amount).

### Expedited Refunds.

To obtain an expedited refund, You must send Us a claim. Federal law limits an expedited refund to the amount of Your loss, up to the amount of the substitute share draft, plus dividends if Your Account earns dividends. You should be aware that You could be entitled to additional amounts under other state or federal law.

### How to Make a Claim for Expedited Refund.

Please make Your claim by calling Us at the telephone number shown herein, by writing to Us at the address shown herein, or by e-mailing Us at Our e-mail address. You must make Your claim within 40 calendar days of the later of these two dates: (1) The date that we delivered the Account statement showing the charge that you are disputing, or (2) The date on which we made the substitute share draft available to you.

If there is a good reason (such as long trip or hospital stay) that You cannot make Your claim by the required day. We will give You additional time.

Your expedited refund claim must --

- (1) Describe why You think the charge to Your Account was incorrect;
- (2) Estimate how much money You have lost because of the substitute share draft charge;
- (3) Explain why the substitute share draft is not sufficient to show whether or not the charge to Your Account was correct; and
- (4) Provide Us with a copy of the substitute share draft or give Us information that will help Us to identify the substitute share draft and investigate your claim (for example, the share draft number, the name of the person to whom You wrote the share draft, and the amount of the share draft).

Our Responsibilities for Handling Your Claim.

We will investigate Your claim promptly. If We conclude that We incorrectly charged Your Account, We will refund to Your Account the amount of Your claim (up to the amount of the substitute share draft, plus dividends if Your Account earns dividends) within one business day of making that decision. If We conclude that We correctly charged Your Account, We will send You a notice that explains the reason for Our decision and includes either the original share draft or a better copy of the original share draft than the one You already received. If We have not made a decision on Your claim within 10 business days after You submitted it, We will refund the amount that We owe to Your Account, up to \$2,500, plus dividends, by that date. We will refund the remaining amount, if any, plus dividends, to Your Account by the 45th calendar day after You submitted Your claim.

If We refund Your Account, on the next business day We will send You a notice that tells You the amount of Your refund and the date on which You may withdraw that amount. Normally, You may withdraw Your refund on the business day after We make it. In limited cases, We may delay Your ability to withdraw up to the first \$2,500 of the refund until the earlier of these two dates: (1) the day after We determine that Your claim is valid; or (2) the 45th calendar day after the day that You submitted Your claim.

Reversal of Refund.

We may reverse any refund that We have given You if We later determine that the substitute share draft was correctly charged to Your Account. We also may reverse any dividends We have paid You on that amount if Your Account earns dividends. Within one business day after We reverse a refund, We will send You the original share draft or better copy of the original share draft than the one You previously received, explain to You why the substitute share draft was correctly charged to Your Account, and tell You the amount and date of the reversal.

## **WIRE TRANSFER AGREEMENT**

**THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREE TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.**

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institutions, or to a third party or account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or request, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone We may at Our option give You notice of rejection in writing.

If We accept a wire transfers request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer request. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent. You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of any identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from your intended beneficiary. You also understand and agree that We or any other financial institutions use to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institutions which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account number You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period. You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders:

a. Only individuals named in Your application for membership shall issue wire transfer request to Us; and b. We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party name in Your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe that confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, We can transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

We shall have no liability whatsoever or any special, consequential, punitive, or indirect loss or damage suffered by you in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorney fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provision of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in the Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circular of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time. This Agreement may also be amended by writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

**THIS IS YOUR CONSENT TO RECEIVE ELECTRONIC DOCUMENTATION AND CONTAINS IMPORTANT INFORMATION CONCERNING THE RECEIPT OF THIS DOCUMENTATION ELECTRONICALLY. PLEASE BE CERTAIN TO READ THIS CONSENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

As permitted by law, You hereby authorize Us to electronically provide any and all documentation (agreements, disclosures, notices statements, and the like) related to Our various products and services that You may from time to time request and/or use. The electronic transmission of such documentation may be conducted in a variety of means. Your retrieval via the Internet by any Internet access means from a specific Internet location (identified by Us in an e-mail message sent to You by the Credit Union), and /or (c) any other means of electronically providing such documentation. You understand and agree that Your consent will remain in effect until and unless withdrawn by You whether in an electronic message sent by You to Us or by written request for withdrawal of Your consent sent by You to the Credit Union. Your withdrawal of consent to receive documentation in this manner will take effect within a reasonable time period following the receipt of Your request. This authorization does not affect Your right to receive such documentation or paper or in a non-electronic form and You may at any time request that any electronically provided documentation be provided in a paper or non-electronic form. You agree to immediately provide us updated contact information in the event that Your e-mail address (or any other means You have provided Us to contact You) becomes unusable or inaccurate for any reason. A description of the current means used to provide electronic documentation along with current hardware and software requirements to receive such documentation is provided to You below. You will be provided updated information's in the in the event that We change these methods and/or hardware/software requirements. To receive electronic records, You understand that the use of a device such as a personal computer ("PC") or personal digital assistant ("PDA") that has a graphical user interface, or "browser", capable of accessing and viewing electronic communications reasonably expected to reside on and transmit within the Internet will be required. Additionally, various software, such as that which can view an electronic file in a portable document file ("pdf") format may be required to view certain electronic communications. Our system is currently designed to operate using World Wide Web technologies and protocols which are adaptable to wide variety of end user systems. More specifically, Our system uses SSL encryption and requires a browser with an appropriate Root CA Security Certificate and uses 40-128 bit encryption, depending upon the specific browser being used to access the system. Some browsers may require an update to their security certificates to properly access the system.

## **E-STATEMENTS DISCLOSRE**

This Agreement governs the e-Statement service provided by the Omaha Federal Credit Union. Please read it carefully. In this Agreement, the words "you" "your" and "yours" mean each and every person who utilizes the e-Statement service. The words "we" "us" and "our" and "Credit Union" mean Omaha Federal Credit Union. The word "service" refers to the E-Statement service as defined below.

The Credit Union provides you with monthly and/or quarterly statements of your account(s) at the Credit Union. These statements include certain disclosures required by Federal and State regulators. The Credit Union will provide you with your statements, with applicable disclosures, electronically in accordance with the provisions of this Agreement. The Statements and disclosures provided to you electronically are called the "e-Statement." The "e-Statement service" means the services the Credit Union provides to you under this Agreement.

You acknowledge receipt of this Agreement and agree to be bound by all the terms and conditions contained herein. You further agree to follow all instructions provided to you in connection with the service. The terms and conditions included in this Agreement are in addition to the terms and conditions of any and all other account or loan agreements you may have with the Credit Union, including all disclosures made in pursuant to such agreements. You agree to abide by any terms and conditions that may be added this Agreement because of future enhancements to the service.

**1. The Service.** Using your personal computer, Virtual Branch and designated username and password, you can access your statements 24 hours per day, 7 days per week, as long as your Credit Union offers the service. When you receive your statement, please review it carefully and either print or save the file for your records.

**2. Your Rights under the Law.**

**a) Withdrawals of Consent.** You have the right to withdraw your consent to have your statements provided in electronic form. To withdraw consent, you need to go to Virtual Branch – Self Service – E-Statements - Maintain. You may also change this option in person at any of the Omaha Federal Credit Union's locations or in writing. A \$2.00 fee will be charged for each printed statement.

**b) Duration of Consent.** Your consent to have your statements provided electronically applies for each statement provided after we have received your consent and will continue until you withdraw your consent in accordance with paragraph 2 (a) of this Agreement.

**c) Accurate and Updated information.** In order to obtain your statements electronically, you must provide the Credit Union with an accurate e-mail address. If the e-mail address you provide is not accurate, the Credit Union assumes no liability for sending the statement notification to such address. If the e-mail address you provide is not deliverable, the Credit Union will attempt to contact you for your new address. If you cannot be contacted, the Credit Union will provide your statement via U.S. mail to your address according to the Credit Union's records.

If you change your e-mail address, you must provide us with your new address. You must also provide us with updated information any time that information is needed to provide your statements electronically. To provide an updated (new) e-mail address or other information, you must either submit a "Change e-Statement Option" form, or contact the Credit Union at least three business days prior to the last day of the month to give us time to affect the change.

**3. Hardware and Software Requirements.**

The following hardware and software are required for access to and retention of your statements electronically.  
Acrobat 10.0 or higher  
Windows XP or higher

The following browsers are supported:

- Netscape 9.0.0.5 and above
- Internet Explorer 7.0 or above
- Macintosh OS 10.6.4 or higher

A standard TCP/IP Internet service connection with a Web browser that utilizes a 128-bit encryption. Microsoft Internet Explorer 7.0 or Netscape 9.0.05 or higher.

If the hardware or software requirements needed to access and retain your statements change, the Credit Union will provide you with a statement of the revised hardware or software requirements. In the event of such change, you will have the right to withdraw consent to receive your statements electronically without the imposition of any fees' for the withdrawal of consent and without the imposition of any other conditions or consequences.

**4. Amendments.** The Credit Union may amend this Agreement at any time. You will receive notice of any such amendments in accordance with applicable law.

**Main Office**

3001 S 82nd Ave  
Omaha, NE 68124  
(402) 399-9001  
Fax: (402) 399-0129

**Downtown Branch**

Zorinsky Federal Building  
1616 Capitol, Room 187  
Omaha, NE 68102  
(402)399-9001 Fax: (402) 898-9339

**Blair Branch**

1409 Washington St  
Blair, NE 68008  
(402) 426-3767 or 402-399-9001  
Fax: (402) 426-3760

**VA Medical Center Branch**

4101 Woolworth Ave, Room 3748  
Omaha, NE 68105  
(402) 399-9001

**Omaha Federal Credit Union's Fee Schedule  
(Effective June 1, 2014)**

VISA Check Card	\$ 5.00, \$7.50 for two, additional \$2.50 each
Replace lost VISA Check Card	\$ 5.00
ATM cash withdrawal	\$ 1.00 at ATM's we do not own or operate, after the first two free
Deposit at ATM	\$ 1.00
ATM denial fee each	\$ 1.00
Transfer funds from accounts to Another account at ATM	\$ 1.00 Daily dollar limit \$500.00
POS Pinned Transactions after 2	\$ 1.00 (You receive 2 "free" Pinned POS transactions per month)
PIN mailer	\$ 2.00
Balance inquiry at ATM	\$ 1.00
Check printing	Fee depends on style of checks ordered
Cashier's Check	\$ 2.00
Temporary Checks	\$ 5.00 per ten
Money Order	\$ 1.00
Deposited checks returned unpaid	\$30.00
Premier Checking Below Minimum Balance	\$ 7.50
E-Checking account with paper statement	\$ 3.00 per month
Inactive Account	\$ 5.00 per month An account is considered inactive if for 18 months there are no withdrawals or deposits other than credited dividends, and there is a total balance of less than \$400. There is no charge if the primary account holder is under 18 years of age
Garnishments	\$25.00 per item
Overdraft	\$30.00 each Overdraft paid \$30.00 each Nonsufficient Funds \$30.00 each Nonsufficient Funds – ATM Withdrawal \$30.00 each Nonsufficient Funds – Debit Card Purchase \$30.00 each Nonsufficient Funds – ACH or Pre-authorized W/D \$30.00 each Nonsufficient Fund Checks
Courtesy Overdraft Fee- Each	\$30.00
Check Cashing Fee	\$ 5.00 (if account balance is less than check)
Foreign Check Item	\$10.00
Account Activity Printout	\$ 2.00 per month
Account Research	\$25.00 per hour (1 hour minimum charge)
Account Balancing Assistance	\$25.00 per hour (1 hour minimum charge)
Bad Address Fee	\$ 5.00
Stop Payments	\$30.00 per item or consecutive range \$30.00 ACH \$30.00 Corporate Check / Money Order
Domestic Wire	\$10.00 Incoming \$15.00 Outgoing \$45.00 International Wires
MoneyGram	\$16.00
Account Close	\$ 5.00 within 90 days of opening
Re-open Account Fee	\$ 5.00 (if previously closed within 6 months)
Copy of Check	\$ 3.00
Collection Item	\$20.00 Incoming \$20.00 Outgoing

<b>Safe Deposit Box</b>	<b>\$15.00 – 3 x 5</b> <b>\$25.00 – 5 x 5</b> <b>\$30.00 – 3 x 10</b> <b>\$40.00 – 5 x 10</b> <b>\$60.00 – 10 x 10</b> <b>Lost Key, Box Drilling (Cost of Service)</b>
<b>Express Delivery Fee</b>	<b>\$ 2.00 plus Credit Union Cost of Service</b>
<b>Internet Bill Pay</b>	<b>\$ 5.00 per month (Free if you pay 1 bill per month through service, have E-Statements and Direct Deposit)</b>
<b>Loan Skip Payment</b>	<b>\$20.00</b>
<b>Good Savers Withdrawal</b>	<b>\$ 5.00 after 3 per month</b>
<b>VISA Gift Card</b>	<b>\$ 3.50 per card</b>
<b>Travel Money Card</b>	<b>\$10.00 per card</b>
<b>E-Statement Conversion</b>	<b>\$ 5.00 (convert to paper copy)</b>
<b>Fax Service</b>	<b>\$ 1.00 per page (incoming and outgoing)</b>
<b>Non-Member Check Cashing</b>	<b>\$ 5.00 each</b>
<b>Paper Statements</b>	<b>\$ 2.00 per month</b>