



Account Schedule

Effective March 4, 2024

This schedule applies to the Sun East Federal Credit Union accounts described below. It is part of the binding contract between you and the Credit Union for your deposit relationship. Please review the entire schedule carefully.

Sun East may change the accounts described in this schedule at any time by adding new terms and conditions or deleting or amending existing accounts from time to time.

For additional terms and conditions that apply to your account, refer to the *Depository Agreement and Disclosures*, the *Schedule of Fees and Charges*, the *Rate Schedule*, and the *Electronic Banking Services Agreement and Disclosure*.

Savings Accounts

Account	Minimum Amount to Open Account	Minimum Balance Required to Earn Dividends <small>(See Rate Schedule for current rates)</small>	Compounding and Crediting	Account Features/ Services	Other Important Account Information
Savings Account	\$5	Tiered Rates Based on Balances: \$.01 - 999.99 \$1,000 - \$4,999.99 \$5,000 - \$9,999.99 \$10,000 and over	Compounded Monthly, Credited Monthly	<ul style="list-style-type: none"> • Online Banking at www.suneast.org • Sun East Mobile Banking • SUNNY (24-Hour Automated Telephone System) • Automatic Transfers • Direct Deposit • ATM Transactions: <ul style="list-style-type: none"> • Withdrawals, balance inquiries, and transfers at ATMs owned by SEFCU & Co-Op.....Free • 4 Withdrawals per month at ATMs not owned by SEFCU & Co-Op.....Free • 5 or more Withdrawals per month ATMs not owned by SEFCU & Co-Op.....\$ 3 each • Balance inquiries and transfers at ATMs not owned by SEFCU & Co-Op.....\$ 1 each • Overdraft Protection Transfer Fee - 2 free transfers to other accounts or third parties per month. 3 or more such transfers, \$10 each. 	<ul style="list-style-type: none"> • Rates are subject to change at our discretion. (See <i>Rate Schedule</i>) • Statement mailed Quarterly for those who only have a savings account. • Overdraft protection can be set up from savings to your Checking or Classic Money Market.
Classic Money Market Account	\$2,500	Tiered Rates Based on Balances: \$ 2,500 - \$9,999.99 \$10,000 and over	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Average daily balance to avoid imposition of Monthly Service Fee is \$2,500. A Monthly Service Fee of \$10 will be charged each monthly statement cycle if the average daily balance falls below \$2,500 during the monthly statement cycle. • Unlimited check writing • Online Banking at www.suneast.org • Sun East Mobile Banking • SUNNY (24-Hour Automated Telephone System) • Automatic Transfers • Direct Deposit 	<ul style="list-style-type: none"> • Rates are subject to change at our discretion. (See <i>Rate Schedule</i>) • Overdraft protection can be set up from linked Sun East Accounts. (See <i>Depository Agreement and Disclosures</i>.)

Account	Minimum Amount to Open Account	Minimum Balance Required to Earn Dividends <i>(See Rate Schedule for current rates)</i>	Compounding and Crediting	Account Features/ Services	Other Important Account Information
Premier Money Market Account	\$25,000	Tiered Rates Based on Balances: \$25,000 - \$49,999.99 \$50,000 - \$74,999.99 \$75,000 - \$99,999.99 \$100,000 and over	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Average daily balance to avoid imposition of Monthly Service Fee is \$25,000. A Monthly Service Fee of \$15 will be charged each monthly statement cycle if the average daily balance falls below \$25,000 during the monthly statement cycle. • Online Banking at www.suneast.org • Sun East Mobile Banking • SUNNY (24-Hour Automated Telephone System) • Automatic Transfers • Direct Deposit • ATM Transactions: <ul style="list-style-type: none"> • Withdrawals, balance inquiries, and transfers at ATMs owned by SEFCU & Co-Op.....Free • 4 Withdrawals per month at ATMs not owned by SEFCU & Co-Op.....Free • 5 or more Withdrawals per month ATMs not owned by SEFCU & Co-Op.....\$ 3 each • Balance inquiries and transfers at ATMs not owned by SEFCU & Co-Op.....\$ 1 each • Overdraft Protection Transfer Fee - 2 free transfers to other accounts or third parties per month. 3 or more such transfers, \$10 each. 	<ul style="list-style-type: none"> • Rates are subject to change at our discretion. <i>(See Rate Schedule)</i> • No check-writing capability
Performance Money Market Account	\$250,000	Tiered Rates Based on Balances: \$25,000 - \$49,999.99 \$50,000 - \$74,999.99 \$75,000 - \$99,999.99 \$100,000 - \$249,999.99 \$250,000 and over	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Online Banking at www.suneast.org • Sun East Mobile Banking • SUNNY (24-Hour Automated Telephone System) • Automatic Transfers • Direct Deposit • ATM Transactions: <ul style="list-style-type: none"> • Withdrawals, balance inquiries, and transfers at ATMs owned by SEFCU & Co-Op.....Free • 4 Withdrawals per month at ATMs not owned by SEFCU & Co-Op.....Free • 5 or more Withdrawals per month ATMs not owned by SEFCU & Co-Op.....\$ 3 each • Balance inquiries and transfers at ATMs not owned by SEFCU & Co-Op.....\$ 1 each • Overdraft Protection Transfer Fee - 2 free transfers to other accounts or third parties per month. 3 or more such transfers, \$10 each. 	<ul style="list-style-type: none"> • Rates are subject to change at our discretion. <i>(See Rate Schedule)</i> • No check-writing capability

Account	Minimum Amount to Open Account	Minimum Balance Required to Earn Dividends <i>(See Rate Schedule for current rates)</i>	Compounding and Crediting	Account Features/ Services	Other Important Account Information
Grow Money Market Account (formerly the Adjustable Max-Yield Account with no term)	New money only with minimum opening deposit of \$2,500 and no maximum deposit	\$2,500	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Average daily balance to avoid imposition of Monthly Service Fee is \$2,500. A Monthly Service Fee of \$10 will be charged each monthly statement cycle if the average daily balance falls below \$2,500 during the monthly statement cycle. • Unlimited withdrawals. • Online Banking at www.suneast.org • Sun East Mobile Banking • SUNNY (24-Hour Automated Telephone System) • Minimum deposit must include \$2,500 of new money • Additional deposits can be made into a Grow Money Market Account using: <ul style="list-style-type: none"> - Cash - Checks - Wire Transfers - ACH Transfers - Transfers through online and mobile banking from existing Sun East share accounts 	Rates are subject to change at our discretion. (See Rate Schedule)

Account	Minimum Amount to Open Account	Minimum Balance Required to Earn Dividends (See <i>Rate Schedule</i> for current rates)	Compounding and Crediting	Account Features/ Services	Other Important Account Information
Fixed Rate Certificates	\$500	\$500	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Terms vary from 3 months to 5 years. • Dividend rate is fixed until maturity. • Automatically renews. 	<ul style="list-style-type: none"> • Roth & Traditional IRAs and Education Savings Accounts available • No additional deposits permitted. • Early withdrawal penalties apply. (See <i>Depository Agreement and Disclosures</i>.) • Withdrawals will reduce earnings.
Youth Certificates	\$250	\$250	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Primary owner must be under 18 years age. • Terms available include 6 months and 12 months. • Dividend rate is fixed until maturity. • Automatically renews. 	<ul style="list-style-type: none"> • Roth & Traditional IRAs and Education Savings Accounts available • No additional deposits permitted. • Early withdrawal penalties apply. (See <i>Depository Agreement and Disclosures</i>.) • Withdrawals will reduce earnings.
Jumbo Certificates	\$99,000	\$99,000	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Terms vary from 3 months to 5 years. • Dividend rate is fixed until maturity. • Automatically renews. 	<ul style="list-style-type: none"> • Roth & Traditional IRAs and Education Savings Accounts available • No additional deposits permitted. • Early withdrawal penalties apply. (See <i>Depository Agreement and Disclosures</i>.) • Withdrawals will reduce earnings.
IRA Certificate	\$500	\$500	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Terms vary from 3 months to 5 years. • Dividend rate is fixed until maturity. • Automatically renews. 	<ul style="list-style-type: none"> • Roth & Traditional IRAs and Education Savings Accounts available • No additional deposits permitted. • Early withdrawal penalties apply. (See <i>Depository Agreement and Disclosures</i>.) • Withdrawals will reduce earnings.

Account	Minimum Amount to Open Account	Minimum Balance Required to Earn Dividends <i>(See Rate Schedule for current rates)</i>	Compounding and Crediting	Account Features/ Services	Other Important Account Information
IRA Savings	\$01	\$01	Compounded Monthly, Credited Monthly	<ul style="list-style-type: none"> Variable dividend rate. Sun East may change the dividend rate at any time, at our discretion. 	<ul style="list-style-type: none"> Roth & Traditional IRAs and Education Savings Accounts available Withdrawals will reduce earnings.
SEP-IRA Savings (Simplified Employee Pension)	Minimum opening deposit of \$01 and maximum deposit of \$69,000 for 2024, subject to annual IRS adjustment	\$01	Compounded Monthly, Credited Monthly	<ul style="list-style-type: none"> Variable dividend rate. Sun East may change the dividend rate at any time, at our discretion. Employer(s) will submit contributions to the employee account, payable to Sun East Federal Credit Union FBO: account holder's name Account holder must be 21 years or older * SEP Plans and Share Savings are opened through Payment Solutions 	<ul style="list-style-type: none"> Simplified Employee Pension-Individual Retirement Accounts Contribution Agreement (5305-SEP) Rates are subject to change at our discretion (See <i>Rate Schedule</i>) Roll Over or transfer contributions accepted Quarterly statements if account holder only has a Membership Savings Share and SEP-IRA Savings * Special account handling
Holiday Club	\$0	\$01	Compounded Monthly, Credited Monthly	<ul style="list-style-type: none"> Online Banking at www.suneast.org Sun East Mobile Banking SUNNY (24-Hour Automated Telephone System) Automatic Transfers Direct Deposit ATM Transactions: <ul style="list-style-type: none"> Withdrawals, balance inquiries, and transfers at ATMs owned by SEFCU & Co-Op.....Free 4 Withdrawals per month at ATMs not owned by SEFCU & Co-Op.....Free 5 or more Withdrawals per month ATMs not owned by SEFCU & Co-Op.....\$ 3 each Balance inquiries and transfers at ATMs not owned by SEFCU & Co-Op.....\$ 1 each Overdraft Protection Transfer Fee - 2 free transfers to other accounts or third parties per month. 3 or more such transfers, \$10 each. 	<ul style="list-style-type: none"> Rates are subject to change at our discretion. (See <i>Rate Schedule</i>) If requested, the balance can be transferred to a savings/checking account or a check can be cut and mailed on the 3rd Saturday in October.

Account	Minimum Amount to Open Account	Minimum Balance Required to Earn Dividends <i>(See Rate Schedule for current rates)</i>	Compounding and Crediting	Account Features/ Services	Other Important Account Information
Vacation Club	\$0	Tiered Rates Based on Balances: \$.01 - 999.99 \$1,000 - \$4,999.99 \$5,000 - \$9,999.99 \$10,000 and over	Compounded Monthly, Credited Monthly	<ul style="list-style-type: none"> • Online Banking at www.suneast.org • Sun East Mobile Banking • SUNNY (24-Hour Automated Telephone System) • Automatic Transfers • Direct Deposit • Overdraft Protection Transfer Fee - 2 free transfers to other accounts or third parties per month. 3 or more such transfers, \$10 each. 	<ul style="list-style-type: none"> • Rates are subject to change at our discretion. (See Rate Schedule)
Max-Yield Money Market Account - 13 Months (Limited time offer; expires 3/1/2023)	New money only with minimum opening deposit of \$5,000 and maximum deposit of \$250,000	\$5,000	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Average daily balance to avoid imposition of Monthly Service Fee is \$5,000. A Monthly Service Fee of \$10 will be charged each monthly statement cycle if the average daily balance falls below \$5,000 during the monthly statement cycle. • Members may access their funds once per calendar quarter without a penalty; (a calendar quarter is Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec). Each withdrawal in excess of one per calendar quarter is \$15 each. • Online Banking at www.suneast.org • Sun East Mobile Banking • SUNNY (24-Hour Automated Telephone System) 	<ul style="list-style-type: none"> • 2.60% APY for a 13 month term from open date • After the initial 13 month promotional term at 2.60% APY, the Max-Yield Money Market Account will then revert to a Classic Money Market Account with the corresponding account terms and then-current APY for the Classic Money Market Account. (See Rate Schedule)
Max-Yield Money Market Account - 13 Months (Limited time offer; expires 5/23/2023)	Minimum opening deposit of \$5,000 and maximum deposit of \$250,000	\$5,000	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Average daily balance to avoid imposition of Monthly Service Fee is \$5,000. A Monthly Service Fee of \$10 will be charged each monthly statement cycle if the average daily balance falls below \$5,000 during the monthly statement cycle. • Members may access their funds once per calendar quarter without a penalty; (a calendar quarter is Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec). Each withdrawal in excess of one per calendar quarter is \$15 each. • Online Banking at www.suneast.org • Sun East Mobile Banking • SUNNY (24-Hour Automated Telephone System) 	<ul style="list-style-type: none"> • 3.10% APY for a 13 month term from open date • After the initial 13 month promotional term at 3.10% APY, the Max-Yield Money Market Account will then revert to a Classic Money Market Account with the corresponding account terms and then-current APY for the Classic Money Market Account. (See Rate Schedule)

Checking Accounts

Account	Minimum Amount to Open Account	Minimum Balance Required to Earn Dividends (See Rate Schedule for current rates)	Compounding and Crediting	Account Features/Services	Other Important Account Information
Free Checking Account	\$5.00 No minimum balance requirement.	N/A	N/A	<ul style="list-style-type: none"> • No minimum balance • No monthly or annual service fee • Unlimited check writing • ScoreCard Rewards Debit Card • Online Banking at www.suneast.org • Sun East Mobile Banking • SUNNY (24-Hour Automated Telephone System) • Free Bill Payment • Automatic Transfers • Direct Deposit • ATM Transactions: <ul style="list-style-type: none"> • Withdrawals, balance inquiries, and transfers at ATMs owned by SEFCU & Co-Op.....Free • 4 Withdrawals per month at ATMs not owned by SEFCU & Co-Op.....Free • 5 or more Withdrawals per month ATMs not owned by SEFCU & Co-Op.....\$ 3 each • Balance inquiries and transfers at ATMs not owned by SEFCU & Co-Op.....\$ 1 each 	<ul style="list-style-type: none"> • Overdraft protection can be set up from linked Sun East Accounts. (See <i>Depository Agreement and Disclosures.</i>) • Courtesy Pay Privilege /Plus available for eligible accounts. (See <i>Depository Agreement and Disclosures.</i>)
uSave Interest Checking Account	\$5.00	Tiered Rates Based on Balances: \$500 - \$9,999.99 \$10,000 - \$49,999.99 \$50,000 - \$99,999.99 \$100,000 and over	Compounded Daily, Credited Monthly	<ul style="list-style-type: none"> • Average daily balance requirement of \$5,000 or \$25,000 Combined Deposit Balance to avoid imposition of \$15 Monthly Service Fee. • Unlimited check writing • CURewards Debit Card • Online Banking at www.suneast.org • Sun East Mobile Banking • SUNNY (24-Hour Automated Telephone System) • Free Bill Payment • Automatic Transfers • Direct Deposit • Free ATM Transactions • One Free Box of Checks Per Year • Free Cashiers Checks • Free Money Orders 	<ul style="list-style-type: none"> • Rates are subject to change at our discretion. (See <i>Rate Schedule</i>) • Overdraft protection can be set up from linked Sun East Accounts. (See <i>Depository Agreement and Disclosures.</i>) • Courtesy Pay Privilege /Plus available for eligible accounts. (See <i>Depository Agreement and Disclosures.</i>)



ESI Deposits Insured Up to \$500,000 \$250,000 by the National Credit Union Administration, a U.S. Government Agency, and \$250,000 by ESI, a licensed property and casualty insurer. ESI is not a government agency.

Depository Agreement and Disclosures

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Sun East Federal Credit Union

Depository Agreement and Disclosures

This Depository Agreement and Disclosures, the applicable *Schedule of Fees and Charges*, the *Rate Schedule*, the *Account Schedule*, the *Privacy Notice*, the *Electronic Banking Services Agreement and Disclosure*, and the account opening documents for your account is the agreement between you and Sun East Federal Credit Union (the "Agreement") describing your and our rights and responsibilities concerning your account(s).

Terms. In this Agreement, the words "you," "your," and "yours" refer to the account holders and authorized signers of an account. The words "we," "us," "our," "Credit Union" and "Sun East" refers to Sun East Federal Credit Union. The word "account" means any one or more share or other accounts you have at the credit union.

By signing the Membership Application, opening an account or maintaining an account, each of you, jointly and severally agree to the terms and conditions in this Agreement, *Schedule of Fees and Charges*, the *Rate Schedule*, the *Account Schedule*, the *Privacy Notice*, the *Electronic Banking Services Agreement and Disclosure*, the account opening documents for your account, Sun East's Bylaws and policies and any amendments to these documents from time to time which collectively govern your membership and accounts.

General Account Terms and Conditions

Membership Requirements. To join Sun East, you must purchase and maintain at least one (1) share to establish membership in Sun East. Membership is required to access all Sun East accounts and services. Sun East is hereby granted and reserves the right to investigate account history through an account verification service and refuse, limit, suspend or revoke any and all credit union services other than your share account, in the event that, in Sun East's sole judgment, an adverse credit or account history is discovered or for any other prudent business judgment reasons. We reserve the right to suspend services to a member who is not in good standing, which include, but are not limited to, members who: (a) are delinquent on any loan with Sun East; (b) have caused any financial loss to Sun East; (c) have any unresolved Non-Sufficient Fund (NSF) checks outstanding, whether in regard to a deposit or otherwise; (d) have not paid Sun East any fees or costs owing to it; (e) have a negative balance in any account; (f) have committed fraud; or (f) have filed bankruptcy.

Governing Law. This Agreement is governed by Sun East Federal Credit Union's bylaws, and to the extent applicable federal laws and regulations, the laws and regulations of the Commonwealth of Pennsylvania, including applicable principles of contract law, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Delaware County, Pennsylvania.

Pledge/Statutory Lien. Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn, unless you are in default. If you are in default on a financial obligation to us, federal law gives us the right to apply

the balance of shares and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice. **YOUR PLEDGE AND OUR STATUTORY LIEN RIGHTS WILL ALLOW US TO APPLY THE FUNDS IN YOUR ACCOUNT TO WHAT YOU OWE WHEN YOU ARE IN DEFAULT, EXCEPT AS LIMITED BY STATE OR FEDERAL LAW.** If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

Legal Proceedings. If your account becomes involved in legal proceedings, your use of such account may be restricted.

Attorney Fees and Expenses. If we need to hire an attorney to represent us in any matter relating to your account or resulting from your failure to follow this Agreement, you agree to pay for all attorney fees and expenses incurred by us. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you.

Changes to Agreement. Sun East may change this Agreement at any time, whether by adding new terms and conditions, or deleting or amending existing ones. Sun East will generally send advance notice of an adverse change. If you do not agree with a change, you may close your account. However, if you continue to use your account or keep it open, you will be deemed to have accepted and agreed to the change(s). The current version of this Agreement supersedes all prior versions and contains the terms governing your account.

Fees. Sun East's *Schedule of Fees and Charges* describes the fees associated with Sun East's accounts and services. Sun East may

change rates and fees by updating the *Schedule of Fees and Charges*. By continuing to use the account or keeping it open, you agree to the revised *Schedule of Fees and Charges*. All fees are due immediately and all account holders are jointly and severally liable for such fees.

Inactive Accounts. All member accounts which do not have a member-generated transaction after twelve (12) months are considered dormant. The posting of dividends does not count as a member generated transaction. Dormant accounts of members age 18 and over, excluding IRAs, certificates, loans, credit card and delinquent loan will be assessed a monthly Dormant Account Fee (See Schedule of Fees and Charges). Once coded dormant you will receive statements annually. Sun East is required by Pennsylvania law to turn over all funds from a member's account after three (3) years of inactivity. Sun East will notify members periodically that their accounts could be subject to a fee(s) due to inactivity. After the account becomes inactive for three years as of December 31st. Members will receive two (2) notices prior to their funds being forwarded to the Commonwealth of Pennsylvania. Once the funds have been forwarded, it is the member's responsibility to retrieve such funds. We have no way of reversing any account escheated to the Commonwealth of Pennsylvania.

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

Termination of Membership. You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. We charge a fee to close an account (see Schedule of Fees and Charges).

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

Severability. If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not

be invalid or unenforceable and will continue in full force and effect.

Information About You

Important Information We Collect About You. To help the government fight the funding of terrorism and money laundering activities federal law requires all financial institutions to obtain, verify, and record information that identifies each member who opens an account with that financial institution and in certain other circumstances. What this means for you: When you open an account, you provide information about yourself such as name address, date of birth, license and other information that will allow us to identify you. We will also ask to see your drivers license and/or other identifying information. You confirm that this information is correct. Sun East will rely on that information until you notify us of a change in that information and we have a reasonable time to act on that change.

Credit Reports and Other Inquiries. You authorize Sun East Federal Credit Union to obtain your credit report and other information from time to time from credit reporting agencies and other third parties in the future for periodic review of your creditworthiness, to provide you with its credit review services and whenever the credit union has a legitimate business reason for doing so. If requested, Sun East will tell you whether or not such a report was requested, and if so, the name and address of the consumer reporting agency or agencies.

Change of Address. You must notify Sun East if you change your physical address or e-mail address. If Sun East receives notice from the United States Post Office or one of its agents that your address has changed, Sun East may change your address on its records to the address specified by the Post Office or its agent and we may send statements and notices regarding your account to that new address.

Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN), such as a Social Security Number or Employer Identification Number, or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest and certain other payments. If you fail to provide your TIN, we will not open the account.

Ownership of Accounts

Individual Accounts. An individual account is an account owned by one member (individual, corporation, partnership, trust or other organization qualified for credit union membership). If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

Joint Accounts. An account owned by two or more persons is a joint account.

a. Rights of Survivorship. A joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to Sun East's statutory lien for the deceased

owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

c. Joint Account Owner Liability. If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the joint account regardless of who contributed them.

Minor Accounts. Sun East may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Trust Account Designations. To establish a trust account with Sun East, the Trust instrument must be in writing and approved by the Credit Union. The Trust must be a revocable trust (unless a non-revocable trust is opened by order of the court). As a revocable trust the grantor, also known as the person or other entity that owns the assets to be held in the trust, may reserve the right to end the trust and get his/her money back. The grantor and trustee must all be within Sun East's field of membership. The person who opens the account is designated the trustee and is the only person who may access the account. Upon death of the owner-trustee, the account is closed and frozen. It is payable to the beneficiary if he/she is of age upon presentation of a death certificate.

Uniform Transfers/Gifts to Minors Account. A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property of the account. The custodian has possession and control of the account for the exclusive right and benefits of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction.

If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

Agency Designation on an Account. An agency designation on an account is an instruction to us that the owner authorized another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Sun East voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

Business Accounts. If the account holder is a corporation, unincorporated association, limited liability company, limited liability partnership, partnership or sole proprietorship, or other entity holding an account in any capacity other than an individual capacity, each person signing the account application or other account documents represents and agrees that:

- a. They are fully authorized to execute all documents in their stated capacity;
- b. They have furnished all documents necessary to demonstrate that authority;
- c. They will furnish any other documents in such form as Sun East may request from time to time;
- d. All documents delivered to Sun East in connection with the account are true, accurate, complete, and will be kept up-to-date and may be conclusively relied on by Sun East;
- e. Sun East will have no responsibility or duty to monitor the account or the use of funds paid from it, nor any liability for any act or omission by any such person.
- f. The account will not be used either directly or indirectly in any internet gambling business or for any restricted transactions as defined in Regulation GG, 12 CRR Part 233.

Individual Retirement Accounts or IRAs. Members may open accounts with IRS designations. IRA accounts with Sun East are in the form of tiered savings accounts, money market account, and share certificates. IRA accounts are subject to IRS regulations in effect from time to time and additional terms and conditions.

Simplified Employee Pension/SEP-IRA. A SEP-IRA may be established by an employer or self-employed individual. Employer contributions made on behalf of account holders are subject to contribution limits established by the IRS and the plan established by the employer. Employees must meet the following requirements to participate in a SEP: age 21 or older and meet any eligibility requirements related to length of employment and compensation received as applicable. Employees must also establish membership with Sun East. Employers, small businesses or self-employed persons must enter an SEP IRA contribution Agreement to establish the plan and maintain a membership with Sun East. The IRA Contribution Agreement establishes additional terms and conditions applicable to SEP IRA programs.

Deposit Account Information

Share Insurance. Your share accounts are insured by the National Credit Union Share Insurance Fund (NCUSIF), an arm of National Credit Union Administration, up to the Standard Maximum Share

Insurance Amount (SMSIA), \$250,000 as of October 3, 2008. The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 increased the level of insurance on all accounts to \$250,000. This increase, previously established on a temporary basis, has now become permanent. For more specific information regarding NCUA's share insurance, please request a copy of the NCUA brochure *Your Insured Funds*, which is available at any branch or by calling 877-5-SUNEAST. Additionally, member accounts are insured up to \$250,000 by ESI, a licensed property and casualty insurer. ESI is not a government agency.

Fees. Please refer to our *Schedule of Fees and Charges* for additional information on fees that may apply to your account.

Processing Transactions — Deposit and Cashed Items

Funds may be deposited to any account, in any manner approved by Sun East.

Cashing Items or Accepting Items for Deposit. Sun East may accept a check or other item for deposit to your account from anyone. We have no obligation to question the authority of the person making the deposit. If your account is overdrawn, Sun East will use the deposit to pay the overdraft and any fees or interest you owe to us. All deposits must be properly endorsed and include your account number.

Sun East may refuse, accept for collection only, or return all or part of any deposit. We may refuse to accept for deposit to your account items which are payable to another person. Sun East acts only as your collecting agent for items deposited and we assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process. If Sun East has given you credit for an item and it is not paid for any reason, we will revoke the credit and charge the amount of the item back to your account, even if this causes your account to be overdrawn, and impose a return item charge on your account (see *Schedule of Fees and Charges*). Any collection fees we incur will be charged to your account. All items or Automated Clearing House (ACH) Transfers are provisional until we receive final payment.

You agree that you will not knowingly deposit items into your account that do not have either a true or original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.

Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days" or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions.

Postdated and Staledated Drafts. You agree not to draw or issue any draft that is postdated. If you do draw or issue a draft that is payable on a future date, we shall have no liability if we pay it before its payment date. You agree not to deposit drafts, checks, or other items before they are properly payable. We are under no obligation to pay a draft/check drawn on your account that is presented more than six (6) months after the date it was written (staledated). If, however, the draft/check is paid, Sun East shall have no liability for such payment.

Direct Deposits. We may offer pre-authorized deposits (such as payroll checks, Social Security or retirement checks, or other government checks) or pre-authorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying direct deposits in accordance with your authorization on file with us.

Chargebacks. If we cash a check for you or accept an item for deposit to your account and it is returned to us unpaid, we will charge your account for the unpaid check. (See *Schedule of Fees and Charges*)

Stopping an item. If you do not want us to pay a check or ACH (item), you can request to stop payment by notifying Sun East in writing, by phone or by speaking with a branch representative. Requests may be made no less than three business days before the scheduled payment date. An oral Stop Payment Order (hereafter referred to as "order") is only effective for 14 days unless it is confirmed in writing within the 14-day period. Once a written Order is received, it is effective for 6 months from the date of the initial request.

Sun East will not be responsible for stopping a payment unless we receive the correct information from you necessary for the computer system to identify the item, and the Order is received by Sun East within a reasonable time for Sun East to act on the Order prior to final payment, as permitted by law. The Order needs to include your account number, the number and date of your item, the name of the payee, and the item amount. For joint accounts, we will accept an Order from any owner, regardless of who signed the item. (See *Schedule of Fees and Charges*)

Checks Presented for Payment In Person. Sun East may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment. If we agree to pay a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the *Schedule of Fees and Charges*.

Processing Transactions — Withdrawals

Notice of Withdrawals. Sun East may require ten (10) business days advance notice to withdraw or transfer funds from any account.

Withdrawal Restrictions. We permit withdrawals only if your account has enough available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. This means we determine if there is enough money in your account based on the available balance. The available balance is the ledger balance minus any holds on deposited funds plus the amount of any Courtesy Pay Privilege or Courtesy Pay Privilege Plus. The available balance is discussed further in the Overdrafts sections of this Agreement. Drafts or other transfer or payment orders which are drawn against insufficient funds (your available balance is not enough to cover those transactions) may be subject to a service charge set forth in the *Schedule of Fees and Charges*. If the available balance is enough to cover some, but not all of your withdrawals, we may allow those withdrawals for which there is enough money in your account in any order at our discretion.

Transfer Limitations

We may limit the dollar amount or the number of transfers from your account(s). We may also impose fees on transfers from your account to another account you own or to a third party. Transfers includes moving money between accounts by withdrawal, telephone transactions, internet or online banking transactions, preauthorized automatic transfers, check, debit card or similar order. Please refer to the Sun East Account Schedule for information about limits on transfers and fees.

Deposit Availability Policy (Regulation CC)

When a deposit is made to your account, the funds may not be available immediately. For example, if you deposit a check on Monday, you may not be able to withdraw the funds from that check, and we may not pay another check with those funds, until Tuesday or even later. See the Availability Timeline below for details about when you can use the funds from different types of deposits.

If you withdraw funds from a check deposit, and the check is later returned unpaid, we may charge the check back to your account.

Availability Timeline for Deposits to Established Accounts

Below is our general policy for deposits to accounts open for more than 30 days. Longer delays may apply, and different rules apply for checks deposited to accounts open 30 days or less, see the section *Availability Timeline for Deposits to New Accounts*.

A **business day** is any day of the week except Saturday, Sunday, and Federal holidays. A deposit made in branch (person-to-person) during normal operating hours on a business day is considered deposited that day. A deposit made after that time, or on a day we are closed, is considered deposited the next business day.

When a deposit is made by ...	Deposited funds are available ...
<ul style="list-style-type: none"> • Electronic direct deposit • Wire transfer • Cash 	<ul style="list-style-type: none"> • The same business day as the day of deposit

When a deposit is made by ...	Deposited funds are available ...
<ul style="list-style-type: none"> • U.S. Treasury Checks (Payable to You) • Checks drawn on Sun East Federal Credit Union • PA State and local Government Checks (Payable to You) • Cashier's, Certified and Teller's Checks (Payable to You) • U.S. Postal Money Order (Payable to You) • Federal Reserve Bank Check (Payable to You) • Federal Reserve Home Loan Bank check (Payable to You) 	<ul style="list-style-type: none"> • The first \$225 is available on the same business day as the day of deposit. • The next \$5,525 is available on the next business day after the day of deposit. • Any remainder over \$5,525 is available on the 7th business day.
<ul style="list-style-type: none"> • All other checks not specifically described above 	<ul style="list-style-type: none"> • The first \$225 is available on the same business day as the day of deposit. • Any remainder over \$225 is available in 2 business days after the day of deposit.

Check Cashing, Immediate Availability, and Holds on Other Funds. We may cash a check or make a check deposit available immediately if you have funds to cover that check in any of your accounts with us. If we do, we will place a hold on those funds (equal to the amount of the check) in your other account(s) according to the timelines described elsewhere in this policy.

Longer Delays May Apply

Funds from check deposits may be delayed for up to seven (7) business days if:

- o We reasonably believe a deposited check will not be paid.
- o You deposit checks totaling more than \$5,525 on any one day.
- o You redeposit a check that has been returned unpaid.
- o You have overdrawn your account more than once in the last 6 months.
- o There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds, and we will tell you when the funds will be available.

Availability Timeline for Deposits to New Accounts (Open 30 Days or Less)

When a deposit is made by ...	Deposited funds are available ...
<ul style="list-style-type: none"> • Electronic direct deposit • Wire transfer • Cash 	<ul style="list-style-type: none"> • The same business day as the day of deposit

When a deposit is made by ...	Deposited funds are available ...
<ul style="list-style-type: none"> • U.S. Treasury Checks (Payable to You) • Checks drawn on Sun East Federal Credit Union • PA State and local Government Checks (Payable to You) • Cashier's, Certified and Teller's Checks (Payable to You) • U.S. Postal Money Order (Payable to You) • Federal Reserve Bank Check (Payable to You) • Federal Reserve Home Loan Bank check (Payable to You) 	<ul style="list-style-type: none"> • The first \$5,525 is available on the next business day after the day of deposit if the deposit meets certain conditions.
<ul style="list-style-type: none"> • All other checks not specifically described above 	<ul style="list-style-type: none"> • Available on the 9th business day

Availability Timeline for Deposits at an ATM. A deposit made at an Automated Teller Machine (ATM) before 3:00 PM on a business day is considered deposited that day. A deposit made after that time, or on a day we are closed, is considered deposited the next business day.

Sun East ATM Deposits. If you make an ATM deposit at a Sun East ATM, which will be clearly labeled as a Sun East ATM, the first \$225 of your total ATM deposits will be available on the same business day. The remaining amount of your deposit funds over \$225 will be available on the second business day; check deposits may be delayed if you deposit checks totaling more than \$5,525 on any one day. (For example, if you were to deposit on a Monday we are open for business, in most cases, funds would be available on Wednesday.) On new accounts, extended hold periods may apply.

Non-Sun East ATM Deposits. If you make a deposit at an ATM that Sun East does not own, your deposits will be available on the fifth business day after the day of your deposit. (For example, if you were to deposit a check on a Monday we are open for business, in most cases, funds would be available on Monday of the following week.)

Overdrafts - Standard Overdraft Practices

Non-Sufficient Funds. When you do not have enough money in your account to cover a check, automatic bill payment (ACH) or other transaction made using your checking account number, this item is a non-sufficient funds (NSF) item. We determine whether you have enough money in your account based on the available balance. The available balance is the ledger balance, minus any holds on deposited funds (See our Deposit Availability Policy) and holds placed on debit card transactions, plus the Courtesy Pay Privilege limit or, if you opted in, the Courtesy Pay Privilege Plus limit. Holds placed on your account pursuant to our Deposit Availability Policy will also reduce your available balance. For checks, automatic bill payment (ACH), and other transactions made using your checking account number, we may either pay such items and overdraw your account as permitted by law, or decline or return such items unpaid. If we return the item unpaid, we will charge a fee for each NSF item as described in the Schedule of Fees and Charges. YOU UNDERSTAND AND AGREE THAT A RETURNED OR NSF ITEM MAY BE RE-PRESENTED TO US MULTIPLE TIMES. WE

MAY CHARGE YOU AN NSF FEE EACH TIME A RETURNED ITEM OR NSF ITEM IS RE-PRESENTED TO US.

Standard Overdraft Practices. An overdraft occurs when you do not have enough money in your account to cover a transaction. Sun East can cover your overdrafts through our Courtesy Pay Privilege program described below or through overdraft protection plans.

For eligible accounts, we do authorize and pay overdrafts for checks, automatic bill payment (ACH) or other transaction made using your checking account number through our Courtesy Pay Privilege program (see Courtesy Pay Privilege). As required by law, we do not authorize and pay overdrafts for everyday debit card and ATM transactions, unless you opt-in through our Courtesy Pay Privilege Plus program. For information on how to opt-in to Courtesy Pay Privilege Plus for everyday debit card and ATM transactions, see the *Courtesy Pay Privilege Plus Opt In* form.

If Sun East pays NSF items by overdrawing your account on one or more occasions, we are not obligated to continue doing so in the future and may stop paying such items and return them unpaid without notice to you. If Sun East overdraws your account to pay an NSF item, you agree to repay us immediately, without notice or demand from us. Sun East may use subsequent deposits or credits to the account, including without limitation deposits of government, welfare, retirement, and Social Security benefits, to pay any overdraft you owe us, to the fullest extent permitted by law. You understand and agree that if you do not want such benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time.

Each account holder is jointly and severally responsible for paying any overdrafts created by an authorized signer or party of the account, whether or not the account holder participates in the transaction or benefits from its proceeds. Sun East may cover any overdraft by debit to any other checking, savings, or time deposit account of any account holder without notice to the account holder, but we are not obligated to do so. You agree to pay all costs and expenses, including attorneys fees, that Sun East incurs in the collection of any overdraft.

Overdraft Protection - Options

You may select an overdraft source. By doing so, when you do not have enough available funds in your account to cover a check or other item drawn by any account holder or authorized signer, you authorize and direct Sun East to automatically transfer funds from another designated Sun East account, such as a savings account, or from an overdraft line of credit. Sun East reserves the right to charge an overdraft protection transfer fee for such transfers. See Sun East's Schedule of Fees and Charges for a current list of fees. *Please Note: Overdraft protection transfers are subject to Federal Regulation D and are therefore limited in number as described above.*

Additionally, Sun East offers the following overdraft services:

Courtesy Pay Privilege. Sun East's discretionary overdraft program provides account holders in "good standing" the service of paying overdraft items including checks, automatic bill payment (ACH) and other transactions using your checking account number when there are not enough funds in the checking account to cover the items.

This non-contractual courtesy of paying overdrafts for checks, other transactions made using your checking account number

and automatic bill payments requires no account holder action. It costs nothing unless the privilege is used. If you meet eligibility requirements and need to use this service, we may, at our sole discretion, pay the item(s) up to the authorized limit and will charge your account the Courtesy Pay Fee as listed in Sun East's *Schedule of Fees and Charges* for each item that overdraws the account. Courtesy Pay Privilege does not authorize us or allow us to pay ATM transactions or every day debit card transactions.

Courtesy Pay Privilege Plus. Overdraft Opt-In Service for everyday debit card and ATM transactions provides account holders in "good standing" the option to authorize Sun East to pay everyday debit card and ATM transactions when there are not enough funds in their checking account to cover these transactions. Federal regulations require that members opt-in to this service. For information on how to opt in to Courtesy Pay Privilege Plus for everyday debit card and ATM transactions, contact us.

Sun East will not pay overdrafts you make using your Debit Card for everyday purchases at stores, online or by telephone or ATM transactions, unless you sign a Courtesy Pay Privilege Plus Opt-In form letting us know that you wish to be eligible for this service. If you Opt-In to this feature, we may, at our sole discretion, pay the item(s) up to the authorized limit and will charge your account the Courtesy Pay Fee as listed in Sun East's *Schedule of Fees and Charges* for each item that overdraws the account. At any time, you may change your decision and opt out of Courtesy Pay Privilege Plus.

Courtesy Pay Privilege/Plus Policy. The Courtesy Pay Privilege/Plus program is available to certain account holders in "good standing." **Please Note:** Courtesy Pay Privilege/Plus is not available on all account types, such as minor/UTMA, estate, Representative Payee or VA Custodian accounts.

Account in "good standing" is defined as:

- a. Making regular deposits sufficient to cover transactions;
- b. Bringing the account to a positive balance at least once every thirty days or less,
- c. There are no legal orders outstanding on your account, and
- d. There is no default on any Sun East loan obligation.

What are the authorized limits for Courtesy Pay Privilege/Plus?

Courtesy Pay Privilege/Plus will be available immediately for new checking accounts. During the first 30 days, an overdraft limit up to \$150, including any overdraft fees assessed, will be offered in most circumstances. After the checking account has been opened for 30 days, the limit will be set for members based on their average deposit activity.

What are the fees for Courtesy Pay Privilege/Plus?

Your account will be assessed a Courtesy Pay Privilege Fee, or, if you opt in, a Courtesy Pay Privilege Plus Fee for each item paid through these services. See Sun East's *Schedule of Fees and Charges* for the current list of applicable Fees. Specifically, we will charge a Courtesy Pay Privilege or Courtesy Pay Privilege Plus Fee (only should you opt-in) when there is not enough money in your account to cover checks, ACH items, recurring debit card payments, internet or telephone transactions, and transactions conducted over-the-counter. We determine whether you have enough money in your

account based on the available balance. The available balance is the ledger balance, minus any holds on deposited funds (See our Deposit Availability Policy) and holds placed on debit card transactions, plus the Courtesy Pay Privilege limit or, if you opted in, the Courtesy Pay Privilege Plus limit. Holds placed on your account pursuant to our Deposit Availability Policy will also reduce your available balance.

How do temporary debit authorizations affect your account balance?

Where a merchant places an authorization hold on a debit card transaction, there may be a longer delay between an authorization hold and the transaction posting. This can sometimes result in a service charge or a Courtesy Pay Privilege Plus Fee based on an insufficient available balance at the time of a transaction posting, even if the available balance was sufficient earlier at the time the authorization hold was applied.

Keep in mind that for debit card transactions, we check your available balance at two separate times – first at the time a merchant authorization request is received, and second, when the transaction "settles" and posts to your account. If your available balance is insufficient to pay the pre-authorization amount requested by a merchant, we will decline the request. If your available balance is sufficient to cover a merchant's authorization request, the authorization request will be approved, and an authorization hold will be placed on your account in the amount of the merchant's authorization request. If the transaction later "settles" and posts to your account when the merchant or merchant's financial institution requests payment at a time when the available balance is insufficient to pay the posted transaction without causing an overdraft (i.e., paying the posted transaction results in an available balance of less than \$0), we will charge a service fee or Courtesy Pay Privilege Plus Fee on that transaction even though the available balance was sufficient to cover the transaction at the time it was authorized.

This example shows how the debit authorization hold works:

Assume your actual balance and available balance are both \$40 and you use your debit card at a restaurant for \$30. If the restaurant requests preauthorization in the amount of \$30, an authorization hold is placed on \$30 in your account, so your available balance is only \$10. Your actual balance remains \$40. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 clears or is "settled" or posted. Because your available balance is only \$10 (due to the authorization hold of \$30), your account will be overdrawn by \$30, even though your actual balance is \$40. In this example, if we pay the \$40 check under our discretionary overdraft services, we will charge you a service charge or Courtesy Pay Privilege Plus Fee of \$36, which will be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount (which may be \$30 or even a different amount, for example, if you added a tip) to the restaurant. Because the amount of the restaurant charge exceeded your available balance at the time the restaurant charge "settled" (i.e., at the time the merchant or its financial institution requested payment or the transaction posted to your account), we will charge you a service charge or Courtesy Pay Privilege Plus

Fee of \$36, even though the restaurant transaction was authorized and approved with a sufficient available balance.

What is the Opt Out procedure for Sun East's Courtesy Pay Privilege program as it applies to our Standard Overdraft practices regarding checks, automatic bill payment (ACH) or other transaction made using your checking account number?

Although you are not charged for using Courtesy Pay Privilege unless you have an overdraft, you may Opt-Out at any time. **Please Note:** You must Opt-In to Courtesy Pay Privilege Plus to have Sun East authorize and pay overdrafts on my everyday debit card and ATM transactions. At any time, you may choose not to participate by notifying any Sun East member service representative.

Order of Payments. Checks, drafts, items and other transactions are generally processed in the order that we receive them. This may or may not be in the order that you make them. The order in which we process drafts, checks and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay drafts and checks and process transfers and withdrawals.

Binding Arbitration and Class Action Waiver

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes.

Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

No Class Action or Joinder of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Covered by Arbitration.

YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO

RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of Your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

Disputes Excluded from Arbitration.

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

Commencing an Arbitration.

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association ("AAA") or JAMS. If You initiate the arbitration, You must notify Us in writing at: **ATTN: Risk Department, Sun East Federal Credit Union, P.O. Box 2231, Aston, PA 19014-0231.**

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration

rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
www.adr.org

JAMS
1-800-352-5267 (toll-free)
www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address, unless the parties agree to a different location in writing.

Administration of Arbitration.

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge selected in accordance with the rules of the arbitration forum. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules in effect on the date the arbitration is filed. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by a court

under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs.

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved.

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Arbitration Award.

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law.

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Pennsylvania shall apply.

Severability, Survival.

These arbitration provisions shall survive (a) termination or changes

to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

Right to Reject this Resolution of Disputes by Arbitration provision.

YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

Agreement to the Resolution of Disputes by Arbitration provision:

1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.
2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

Rejection of the Resolution of Disputes by Arbitration provision:

1. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:

a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;

b. You must send Your written notice to Us at the following address:
ATTN: Member Operations, Sun East Federal Credit Union, P.O. Box 2231, Aston, PA 19014-0231.

Truth In Savings

The purpose of Truth in Savings is to promote and simplify comparisons among accounts at all financial institutions by enabling consumers to make informed choices/comparisons among competing claims of financial institutions by requiring disclosure of the interest rates payable on these accounts and the fees assessable against these accounts. For account specific information, please refer to the *Account Schedule*, the *Rate Schedule* and the *Schedule of Fees and Charges*.

General Information about Dividend-Bearing Accounts

Balance Computation Method. Dividends are calculated by the daily balance method that applies a daily periodic rate to the entire principal balance in the account for each day in the statement period. Dividends are earned on the principal balance for each day that the account balance exceeds the minimum necessary to maintain this account.

Nature of Dividends for Dividend-Bearing Accounts. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

Accrual of Dividends on Non-cash Deposits. Dividends will begin to accrue on the business day you deposit non-cash (e.g. checks) to

your account. If an item is returned, dividends will not be calculated on the amount of the returned item.

Compounding and Crediting for Dividend-Bearing Accounts.

For compounding and crediting information, see *Account Schedule*. If you close your account before dividends are credited, you will receive the accrued dividends minus any penalties and fees, if applicable.

Certificate Accounts

When you open a certificate account or time deposit account, you will receive a deposit receipt rather than an actual certificate. See the *Account Schedule*, *Rate Schedule* and *Schedule of Fees and Charges* for initial deposit and minimum balance requirements, current annual percentage yields, and other fees or terms that may affect your account.

Rate Information. These are dividend bearing accounts that mature in the length of time selected at account opening. The annual percentage yield and dividend rates for our various certificates are provided in the *Rate Schedule*. Except for the Variable IRA Certificate and Step Up Share Certificates, the dividend rate and annual percentage yield (APY) will not change and will be in effect until the account matures. The annual percentage yield assumes dividends remain on deposit until maturity.

Fees and Charges. Fees could reduce the earnings on your Account.

Transaction Limitations. Unless otherwise noted in the *Account Schedule*, after the account is opened, you may not make deposits into the account until the maturity date stated on the certificate.

Renewals. Unless otherwise stated in the *Account Schedule*, your account will automatically renew at the end of each term at the dividend rate and annual percentage yield (APY) offered on the maturity date for accounts of similar balance and terms. There is no grace period following maturity of this account.

Dividend Payments. Dividends earned on your account will be reinvested unless you ask us to transfer dividends to a share account or to receive your dividends by check. Annual percentage yields assume that interest is reinvested and not paid out. Withdrawal of dividends will reduce earnings.

Early Withdrawals. Your certificate has a maturity date. Any withdrawals before the maturity date require Sun East's consent. Unless otherwise noted in the *Account Schedule*, there is a penalty for withdrawing funds from your certificate before the maturity date.

Certificate penalties are listed in the table below:

Term	Early Withdrawal Policies
Less than 6 months	45 days dividends
6 through 11 months	90 days dividends
12 through 60 months	180 days dividends

Certificate penalties pertain to the amount withdrawn and may result in a reduction of principal. Partial withdrawals are not permitted.

Individual Retirement Accounts (IRAs). In addition to any certificate penalty that we may impose for early withdrawal from a certificate, according to federal regulations, you may be charged an early withdrawal penalty by the Internal Revenue Service (IRS). For any IRS-required withdrawals of IRA funds calculated based on the balances of your IRAs held by Sun East, certificate penalties will be waived, and partial withdrawals allowed for those required withdrawals.

Simplified Employee Pension (SEP-IRA). Withdrawals are subject to the general limitations imposed on traditional IRAs. SEP-IRA withdrawals for the year the withdrawal is taken. Roll-overs are tax-free to another SEP-IRA, traditional IRA, or to another employer's qualified retirement plan.

IRA Contribution Limits. IRAs are subject to limitations imposed by the IRS. Please consult with a tax professional or other financial planner for additional information regarding contributions and requirements for IRAs and SEP-IRAs.

Checking Accounts - General Information

Electronic Debits. Payments you make to a third party by check may be converted to electronic debits (e-checks), which are processed through the Automated Clearinghouse (ACH) and are subject to the *Electronic Banking Services Agreement and Disclosure*.

Printed Check Purchases. Sun East reserves the right to require that all printed checks be purchased through our authorized check printers. If at any time you should use checks printed by someone other than authorized by Sun East, we reserve the right to reject every check.

Overdraft Protection. You may choose to set up an overdraft source from the following accounts: savings, Classic Money Market, Holiday Club and Vacation Club. The first three (3) transfers each month are made at no additional charge, there will be a fee assessed for each additional overdraft. (Please see *Schedule of Fees and Charges*.) These accounts are subject to the Regulation D limitations set forth herein. See Transaction Limitations (Reg D) for more information.

Primary Funding Account. If you have both a Free Checking and Interest Checking Account, you must determine which will serve as your primary funding account for Point of Sale (POS) and Point of Banking (POB) transactions on your debit card. What this means to you is that when you transact at a terminal where you are not given an opportunity to select a funding source, the checking account which you choose as the primary funding account would automatically be debited. On terminals, such as ATMs, where you there is an option to select a funding source, you would be able to choose which checking account would be the funding source for each individual transaction.

Statements and Notices

Statements. You will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. You agree that only one statement will be mailed to the primary address on the account.

Check Copies. For checking accounts, you understand and agree that Sun East does not return cancelled checks to you and, once paid, original drafts become the property of the Credit Union. You can review and obtain copies of checks at no cost through Sun

East's Online Banking. You can also request that Sun East provide a copy of a check. We may charge you a fee for check copies as shown in the *Schedule of Fees and Charges*. When a copy is unavailable or of poor quality, we are not liable to you for any claim, cost, loss or damage of any kind. Some checks that you write may be converted to electronic debits. In this case the check is not sent to us for processing so we do not have a copy. These electronic debits are listed on your account statement.

Notices. Sun East informs you of changes affecting your rights and obligations by providing notices to you. We may post such notices in our branches or on our web site. We may include notices with or on your statement.

Delivery of Statements and Notices. Sun East will send statements and notices to your last known address or make them available electronically. For Accounts with more than one account holder, statements or notices sent or made available to any one account holder are deemed to be sent or made available to all account holders. You understand and agree that statements are made available to you on the date they are mailed to you. If a notice of a change to this Agreement is returned to Sun East or otherwise determined to be undeliverable, you agree that the change contained in the notice is still effective and binding on you.

Notices from you will be effective when received by Sun East at the following address:

**Sun East Federal Credit Union
P.O. Box 2231
Aston, PA 19014-2231**

Examining Statements and Reporting Problems. You agree to promptly and carefully review your periodic account statement and any items reflected on the statement. You must report problems or unauthorized transactions to Sun East immediately. You agree that 60 days after Sun East sends a statement or makes items available is the maximum reasonable amount of time for you to review your statement or items and report any problem or unauthorized transaction related to a matter shown on the statement or items. If you do not notify Sun East in writing of suspected problems or unauthorized transactions within 60 days after Sun East sends you statement or makes items available, you agree that you cannot make a claim against Sun East relating to the unreported problems or unauthorized transactions, regardless of the care or lack of care Sun East may have exercised in handling your account. In addition, if you fail to report an unauthorized transaction on your account within 60 days following the closing date of the statement containing information about the first unauthorized transaction, Sun East is not liable to you for subsequent unauthorized transactions on your account by the same person.

You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statement or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statement or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

If there are any unauthorized transactions on your Account (such as missing, stolen, or unauthorized checks), Sun East may require you to close your current account and open a new one. If you do not do so, we are not liable to you for subsequent losses or damages on the account due to forgery, fraud or other unauthorized use. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.

If you report to Sun East that a forgery, alteration, or other unauthorized transaction has occurred on your account, you agree to cooperate with Sun East and applicable authorities in the investigation and prosecution of your claim and any attempt to recover funds. You agree to provide us with an affidavit containing the information Sun East requires concerning the transaction. We may deny your claim if you fail to cooperate and provide us with any affidavit we require. You also agree to assist Sun East in identifying and prosecuting the suspected wrongdoer(s).

You agree that Sun East has a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that Sun East has no obligation to provisionally credit your Account, except as required by law. Sun East's maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery alteration, or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. Sun East is not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees you incur.



Deposits Insured Up to \$500,000 \$250,000 by the National Credit Union Administration, a U.S. Government Agency, and \$250,000 by ESI, a licensed property and casualty insurer. ESI is not a government agency.



Schedule of Fees and Charges

Effective January 22, 2024

Free Checking

Minimum Balance	None
Monthly Charge	None
Per Check Written	No Charge
Per Check Deposited	No Charge

Interest Checking See Account Schedule for Fees & Rates

Check Printing

Check Designs	Varies By Style
Sun East Image Checks for Members Age 60 and Older	
One Box (100) Per Year	No Charge

Business Accounts

Business Checking	
See Account Schedule for Fees & Rates	
Business Account Deposit	
Night Drop (Unlimited)	No Charge

Money Market Accounts See Account Schedule for Fees & Rates

Checking Services

Check Copy Printed	\$ 5 each
Stop Payments	\$36 each
Courtesy Pay/Non-Sufficient Funds	\$36 each
SunPay Bill Payment	No Charge
Expedited Bill Payment (electronic)	\$10 each
Expedited Bill Payment (overnight check)	\$30 each

Account Fees

Dormant Account (See terms & disclosures)	\$10 per month
Membership Closing Fee	\$ 5

Account Services

ACH Items Returned	\$36 each
Returned Loan Payment Fee	\$36 each
Returned Deposited Checks	\$15 each
Overdraft Protection Transfer Fee	2 Free Per Month
3 or More Overdraft Protection Transfers	
Per Month	\$10 each

ATM Withdrawals

Withdrawals, balance inquiries, and transfers at ATMs owned by SEFCU and Co-Op	No Charge
4 withdrawals per month at ATMs not owned by SEFCU and Co-Op	No Charge
5 or more withdrawals per month ATMs not owned by SEFCU and Co-Op	\$ 3 each
Balance inquiries and transfers at ATMs not owned by SEFCU and Co-Op	\$ 1 each

Wire Transfers

Incoming	\$ 10 each
Outgoing - Domestic	\$ 25 each
Foreign Checks Deposited	\$ 25 each
Account Research	\$ 25 per hour
Account Verification	\$ 20 each
IRA Outgoing Transfer Fee (Transfer to Other FI)	\$ 25 each
Call Center Service Fee (includes Balance Inquiry, Transaction History, Funds Transfer requests)	\$ 3 each*

Move Money Services

Transfer Funds (To/From Other Financial Institutions)	
Incoming Transfer	No Charge
Outgoing Transfer / Next Business Day	\$2.50
Outgoing Transfer / 3 Business Days	\$0.50

Specialty Card Services

Card Replacement (Credit, Debit and ATM Cards)	
Replacement Card	\$ 10 each
Quick Ship to Home or Branch (allow 3 days for processing)	\$ 30 each
Card Sales Draft Copy	\$ 15 each
Debit Card Foreign Transaction Fee	2% of each transaction in U.S. Dollars

Statement Services

eStatements	No Charge
Paper Statements	\$ 5 each**
Statement Copy	\$ 5 each
Non-Notification of Change of Address	\$ 15 per month

Miscellaneous Services

Visa Gift Card	\$ 3.95 each
Money Orders (maximum value \$1,000)	\$ 3 each
Cashier's Check	\$ 7 each
Non-Member Check Cashing Fee	\$ 10 each
Collection Item	\$ 25 each
Pay-by-Web Payment	No Charge
Pay-by-Phone Payment	Varies By Payment Method and Amount

Legal Services

Domestic Relations	\$ 50
Escheat Administration	\$ 75
Tax Levy	\$100
Writs and Garnishments	\$200

Other Loan Fees May Apply. Please Refer to Your Loan Documents.

*The \$3.00 Call Center Service Fee may be waived for members who require special assistance

**The \$5.00 Paper Statement Fee may be waived in each month that one of the following relationships is present:

- Enrolled in eStatements
- Interest Checking, Performance and/or Premier MMA
- Age 18 or under
- Combined Loan Balance(s) of \$5,000 or greater



Deposits Insured Up to \$500,000. \$250,000 by the National Credit Union Administration, a U.S. Government Agency, and \$250,000 by ESI, a licensed property and casualty insurer. ESI is not a government agency.



Reviewed May 17, 2023

FACTS

WHAT DOES SUN EAST FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Transaction or loss history
- Account balances
- Payment history
- Mortgage rates and payments
- Wire transfer instructions

When you are no longer our member, we continue to share your information as described in this notice.

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Sun East Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Sun East Federal Credit Union share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 877-578-6327 or go to www.suneast.org

What we do

<p>How does Sun East Federal Credit Union protect my personal information?</p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information, and we limit access to information to those employees for whom access is appropriate.</p>
<p>How does Sun East Federal Credit Union collect my personal information?</p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Open an account ■ Apply for a loan ■ Use your credit or debit card ■ Make deposits or withdrawals from your account ■ Give us income information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]</p>

Definitions

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Sun East Federal Credit Union does not share with our affiliates.</i>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Sun East Federal Credit Union does not share information with nonaffiliates so they can market to you.</i>
<p>Joint marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include Insurance companies and Securities and Investment companies.</i>

Other important information

You may have other privacy protections under state laws; we will comply with all applicable state laws with regard to our information sharing practices.



Sun East[®]
Federal Credit Union

Electronic Banking Services Agreement and Disclosures

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P.O. Box 2231
Aston, PA 19014-0231
877-5-SUNEAST

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ELECTRONIC BANKING SERVICES ACCOUNT AGREEMENT AND DISCLOSURE (“AGREEMENT AND DISCLOSURE”)

Electronic technology used for the transfer of funds is referred to as Electronic Fund Transfer (EFT). The term EFT may include all points of sale (POS) transactions, ATM transactions (deposited funds and withdrawals), direct deposits, electronic payments, debit card transactions, online banking and bill payment/presentation transactions, mobile banking transactions, and transactions initiated by telephone. The purpose of this Agreement and Disclosure is to inform you of those rights and responsibilities and to explain the services available to you when subscribing to an EFT service.

This Agreement and Disclosure constitutes a legally binding contract, and by using your member number, Personal Identification Number (PIN), Username and Password to activate Sun East’s Online Banking and/or SunPay Bill Payment and Presentment service, by using your Sun East ATM card, by validating your Sun East debit card, by using your Username and Password to access Sun East mobile banking, or by using a PIN to activate Sun East’s SUNNY, our 24-hour bank-by-phone service, you acknowledge receipt of this Agreement and Disclosure, and agree to be bound by all applicable terms and conditions in our other agreements with you (found in Sun East’s *Depository Agreement and Disclosures, Account Schedule and Schedule of Fees and Charges*) governing your checking, savings and loan accounts accessible in connection with these services. You further agree to follow all instructions provided by Sun East both in writing and as reflected on your electronic access device (ie. computer or mobile phone). The terms and conditions of this Agreement and Disclosure are in addition to the terms and conditions of any and all deposit account and credit agreements you have with Sun East, including all such disclosures made pursuant to such agreements. You further agree to abide by any terms or conditions which may be added because of future enhancements to our EFT services. Members may also receive separate EFT Disclosures from Sun East’s third party EFT providers, such as Money Management (formerly known as FinanceWorks) and SunPay Bill Payment and Presentment.

Please read and retain this document for future reference.

You may not presently be using all the electronic services we offer and therefore some of the terms herein may not currently apply. In addition to any other agreements applicable to such services, the following terms and conditions govern these services and are being provided to you in accordance with federal and state law.

Definitions

Throughout this Agreement and Disclosure, the words “you,” “your,” and “yours” refer to each and every one who uses EFT service(s).

The words “we,” “us,” “our,” “Credit Union” and “Sun East” refers to Sun East Federal Credit Union.

For the purposes of this Agreement and Disclosure, our “business days” are any day of the week except Saturday, Sunday, and Federal holidays.

“Security Code” refers to the combination of Account Number, PIN, Username, Password and security features (ie. challenge inquiries, verification codes, cookies, touch ID and objects) needed to access Sun East Online Banking.

“Online Banking” refers to access to Sun East accounts via the Internet, mobile and tablet devices.

“SunPay” refers to bill payment, the services by which you authorize a third party assigned by Sun East to issue payments to parties you request.

“E-Bills” are a feature of bill payment called bill presentment which allows

you to receive bills electronically from participating payees.

“Card” refers to the ATM Card and/or Debit Card, its number or PIN.

“Card Agreement” refers to the credit card agreement with Sun East describing your rights and responsibilities related to your credit card account.

“eStatements” are Sun East’s electronic version of account statements, which are available online through an eStatement login.

“SUNNY” is Sun East’s 24-hour bank-by-phone service.

A “terminal” includes Automated Teller Machines (ATMs), Point of Banking (POB) terminals, and Point of Sale (POS) terminals (special store terminals at which payment for purchases may be made.)

General Information

Any authorized signer on an account may apply for EFT services on behalf of all authorized signers. If approved, you may conduct any one or more of the EFT services offered by Sun East.

You agree to use any debit card, ATM card, or other device or security code Sun East provides for access to your account only in the manner and for the purposes described below and in any applicable agreement. If you attempt to use the card or security code, in any other manner or for any other purpose, Sun East may reject the transaction, or at our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. We may decide not to issue a card or security code to any person, and we may terminate a card or code at any time without cause or notice.

Automated Teller Machine (ATM) Cards and Debit Cards

Terms of Transactions. By using your ATM or debit card you agree to the following terms:

- o Your card remains the property of Sun East and must be surrendered upon request.
- o Sun East may cancel or replace your card at any time without notice.
- o You will notify Sun East promptly of the loss of your card.
- o For merchant purchases, Sun East has the right to place a temporary hold on your account in an amount equal to the authorization amount received through the payment authorization system. In certain circumstances, the payment authorization system permits the authorization amount we receive to be more or less than the final amount of the transaction. This typically happens when the final amount of your purchase is not known at the moment when you or the merchant “swipes” your debit card for authorization. In this situation, Sun East reserves the right to place a temporary hold on your account in an amount we determine is reasonable based on the type of transaction. 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 will only charge your account for the amount of the final transaction, and will release any excess amount when the transaction finally settles.
- o Sun East has the right to refuse a transaction on your account when your card has been reported lost or stolen, or when we reasonably believe there is unusual activity on your account.
- o If you use your debit card to access an account that is no longer available to complete a transaction, Sun East may, in its sole discretion, charge or credit the transaction to another account.
- o You shall not use your debit card to initiate a transaction involving

Internet gambling or other illegal activities. Sun East has the right to refuse a transaction which we reasonably believe involves any such activity.

- o Sun East does not authorize and pay overdrafts for everyday debit card transactions and ATM transactions unless you authorize this service. If you Opt-In for this service for everyday debit card and ATM transactions, Sun East may allow transactions that overdraw your account and will charge a fee. (See the Courtesy Pay Policy as described in the *Depository Agreement and Disclosures, Courtesy Pay Opt-In Notice and Schedule of Fees and Charges*) You agree to repay any overdraft and any overdraft fees caused by using your card.

Types of Transactions. You can perform the following transactions with an ATM card or debit card, depending on the accounts and services associated with your card:

- o Withdraw cash from your savings, checking or money market accounts.
- o Make deposits to your savings, checking or money market accounts at Sun East and other participating ATMs. Double endorsed checks will not be accepted for deposit through the ATM. (See *Depository Agreement and Disclosures for Deposit Availability Policy.*)
- o Transfer funds between your savings, checking and money market accounts.
- o Obtain account available balance information.
- o Pay for purchases at places that have agreed to accept Sun East’s debit card.
- o Pay bills directly from your checking account by telephone or online using your debit card.

Sun East’s debit card is currently accepted at Mastercard® merchant locations and Mastercard® member institutions. Some services may not be available at all ATM or POS terminals.

Transaction Limitations. Sun East places limits on the amount of cash withdrawals and point of sale (POS) transactions available to you each day, as shown below:

Daily Withdrawal Limits		
Card Type	Cash Withdrawal Limit	Total Limit
ATM Card	\$500.00	\$500.00 (Includes Cash Only; Point of Sale not available with ATM cards)
Debit Card	\$500.00	\$3,000.00 (Includes Cash and Point of Sale transactions)

For purposes of determining daily withdrawal limits, each business day is considered one processing day, beginning at 12:00 AM Midnight and ending at 11:59 PM on the same day. Weekends are considered one processing day, beginning Saturday at 12:00 AM and ending Sunday at 11:59 PM. Holidays are not considered one processing day and will be combined with either the preceding or following business day or weekend, depending on the day on which it falls.

For security reasons, there may be times when Sun East further limits these amounts or number of transactions. Different limits may apply at terminals Sun East does not own or operate.

ATM Networks. Sun East participates with several ATM networks, including NYCE, PLUS, Mastercard and the CO-OP Network, and such other machines or facilities as the Credit Union may designate.

ATM Fees. Sun East ATM fees are detailed in the *Schedule of Fees and Charges*. When you use an ATM not owned by Sun East, you may be charged a fee (called a surcharge fee) by the ATM operator or any network used, including a fee for a balance inquiry even if you do not complete a funds transfer. Sun East does belong to the CO-OP surcharge-free network.

Refunds on Purchases. Generally, you will not receive cash refunds for purchases made with your debit card. If you use your card to make a PIN-generated purchase, you may receive a cash refund with some merchants. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which Sun East will apply as a credit to your account.

Foreign Transactions. If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or Mastercard® will convert any related debit or credit into U.S. dollars in accordance with its then current policies, which may include fees for the transaction. The conversion rate may be different from the rates in effect on the date of your transaction and the date it is posted to your account. See *Schedule of Fees and Charges* for current amount Credit Union charges. In some cases a merchant may process transactions through a foreign processor, in such cases transactions may require currency conversion. If you use an ATM in a foreign country, ATMs may show transaction in US currency, but may process as foreign currency.

SUNNY (24-hour Bank-By-Phone Service)

Terms of Transactions. By using SUNNY you agree to the following terms:

- o Your accounts can be accessed through SUNNY bank-by-phone service 24-hours-a-day via touch tone telephone only.
- o We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed the credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may also refuse to honor any transaction for which you do not have sufficient available verified funds.
- o All checks are payable to you as a primary member and will be mailed to your address of record.
- o There may be limits on the duration of each telephone call.

Types of Transactions. You can perform the following transactions using SUNNY:

- o Withdraw by check from your deposit account(s), excluding IRAs and Certificates. All checks are payable to you as a primary member and will be mailed to your address of record.
- o Transfer funds between deposit accounts of the same account number, excluding IRAs and Certificates.
- o Access other account numbers, provided that access has been pre-authorized in writing by all account owners and assigned by Sun East.
- o Inquire about account balances, available funds, dividends, annual percentage yields, and transaction history, and download transaction history regarding your deposit account(s).
- o Inquire about loan balances, available credit, finance charges and payment information, excluding credit cards and mortgages.

- o Make loan payments from your Sun East deposit account(s) to your Sun East loan(s), excluding mortgages.
- o Make credit card payments to credit card payment share account. Payments made before closing on any business day will be credited that day. However, payment will not reflect in the system until the following business day. (See Card Agreement)
- o Make loan advances by check or transfer against your Sun East Home Equity or Personal Lines of Credit to a Sun East deposit account.

Transaction Limitations. We may impose fees, limit the dollar amount, or limit the number of transfers or withdrawals from each of your Savings accounts, Club accounts, Premier Money Market and Performance Money Market Accounts using SUNNY. See the *Sun East Account Schedule* for information about limits on such transfers and fees.

Sun East Online Banking and SunPay Bill Payment Service

Terms of Transactions. You may use www.suneast.org (or other electronic means as we may make available) to obtain account information, make transfers between your Sun East accounts and pay bills from your Sun East Checking account. You will receive an agreement and applicable disclosures when you sign up for these services.

You must have a personal computer equipped with a modem or other hardware/software to access the Internet to use these services. You are responsible for the selection, installation, maintenance, and operation of your hardware and software. Sun East is not responsible for any errors, failures, or malfunctions of your hardware or software, or for any virus, malicious software, or related problems that may occur with your use of this service. You are responsible for ensuring that your hardware and software are compatible with www.suneast.org and any other online banking providers used by Sun East. We reserve the right to change our system requirements from time to time.

Terms of Transactions. By using your Online Banking you agree to the following terms:

- o We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed the credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may also refuse to honor any transaction for which you do not have sufficient available verified funds.

Types of Online Banking Transactions. You can perform the following transactions using Online Banking:

- o Transfer funds between deposit accounts of the same account number, excluding IRAs and Certificates.
- o Review account balances, available funds, dividends, and at least 24 months of transaction history, and download transaction history regarding your deposit account(s).
- o Access other account numbers, providing that access has been pre-authorized in writing by all account owners and assigned by Sun East.
- o Review loan balances, available credit, finance charges and payment information, excluding mortgages and student loans.
- o Make loan payments from your Sun East deposit account(s) to your Sun East loan(s), excluding mortgages and student loans.
- o Make credit card payments to credit card payment share account. Payments made before closing on any business day will be credited that day. However, payments will not reflect in the system until the following business day. (See Card Agreement)
- o Access your credit card account.

- o Make loan advances from your Sun East Home Equity or Personal Lines of Credit to a Sun East deposit account.
- o View images of cleared checks.
- o Send secure communication.
- o Open an account or apply for a loan.
- o Request a Stop Payment. (See *Depository Agreement and Disclosures* for more information.)
- o Change account security settings and PIN/Password selections.
- o Submit a check copy request.
- o You may set up or cancel email and text alerts and notifications.
- o Access other third party links directly, such as check re-ordering and the debit *Scorecard Rewards* program.
- o Submit debit card fraud claims.

Transaction Limitations. We may impose fees, limit the dollar amount, or the number or transfers or withdrawals from each of your Savings accounts, Club accounts, Premier Money Market and Performance Money Market Accounts using our online banking or Sun East Bill Pay. See the *Sun East Account Schedule* for information about limits on such transfers and fees.

Types of Bill Payment Transactions. You can perform the following transactions using Sun East Bill Payment:

- o Receive E-Bills for many of your Payees.
- o Initiate bill payment to be paid directly from your Checking account to merchants, institutions, or individuals with a U.S. address in the amounts and on the days you request.
- o Edit and delete these bill payments.
- o Designate bill payments to be made on a specified date or on a recurring basis.
- o Send an expedited payment. (See *Schedule of Fees and Charges*)

Transaction Limitations. You may use bill payment to initiate payments directly from your Checking in the amounts and on the days you request, up to \$7,500.00 per transaction, if there are sufficient funds in your account.

Daily Aggregate Limit. The Daily Aggregate Limit is \$15,000.00.

ONLINE BANKING SERVICES

Purchase Rewards Offers

A. License Grant and Restrictions. You are granted a personal, limited, non-exclusive, non-transferrable license, to electronically access and use Purchase Rewards. You may not do any of the following or allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from Purchase Rewards; (iii) permit any third party to benefit from the use or functionality of Purchase Rewards or any other services provided in connection with it; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of Purchase Rewards or any services provided in connection with it, prevent access to or the use of Purchase Rewards or for any or services provided in connection with it by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using Purchase Rewards; or (vi) otherwise use Purchase Rewards or any services provided in connection with it except as expressly allowed under this Agreement.

B. Purchase Rewards Offers. By participating in Purchase Rewards, you acknowledge and agree to the following terms and conditions:

- **Purchase Rewards.** You may earn rewards for your participation in Purchase Rewards based on total purchases, and we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if you made purchases in the month of July, you would receive reimbursement on August 31. Cash rewards will be deposited in the Purchase Rewards Account which is associated with Purchase Rewards.

- **Purchase Rewards Account.** You must use the debit card associated with the Purchase Rewards Account in order to receive the offers which qualify for the rewards, and rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

- **Purchases.** Each offer will specify if the purchase should be made online, at a store location or by telephone to qualify for Purchase Rewards, and each purchase must also comply with any guidelines included with the offer (e.g., offer expiration dates, minimum purchase amounts, purchase limits, etc.).

There may be times that we are unable to track and credit all eligible purchases because of problems with your Internet browser, the merchant's website or our system. Please contact our Member Services Team if you believe you have made a qualifying purchase for which you did not receive Purchase Rewards.

C. Limitations of Warranties and Liability. You understand and agree that neither we nor our third party service providers make any warranties or have any liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in Purchase Rewards;
- Any rewards offer is provided to you "AS IS" and "AS AVAILABLE";
- Your failure or inability to comply with offer guidelines;
- The accuracy, timeliness, loss or corruption, or misdelivery, of any qualifying purchase information or any other information; or
- Unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions.

D. Third Party Services. In connection with your use of Purchase Rewards, or any other services provided in connection therewith, you may be made aware of services, products, offers and promotions provided by third parties ("**Third Party Services**"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services and that we have no liability or obligations to you related to any Third Party Services.

Fees and Charges

There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see *Schedule of Fees and Charges*.

Electronic Check Conversion/Electronic Returned Check Fees

If you pay for purchases or bills with a check, you may authorize your check 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. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

ACH and Wire Transfers

Except as amended by this Agreement and Disclosure, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the Commonwealth of Pennsylvania. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to the Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or out of your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. Under the operating rules of the national Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you. You may contact us or login to Online Banking to determine whether a payment has been received. If we are required by law to pay interest to you, you agree that the rate of interest shall be the least available nominal dividend or interest rate paid on accounts during the time interest payments are required. Payment orders we accept will be executed within a reasonable time of receipt. A payment order may not necessarily be executed on the date it is received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next business day following funds transfer. Information about any cut-off times is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. Sun East and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

Provisional Payment. Credit given by us to you with respect to an 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 such 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 in the amount of such entry.

Choice of Law. We may accept, on your behalf, payments to 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 and your rights and obligations with respect to such payments shall be construed in accordance with and governed by laws of the Commonwealth of Pennsylvania as provided by the operating rules of the national Automated Clearing House Association, which are applicable to ACH transactions involving your account.

Member Liability

You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your card or your Security Code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your card or Security Code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Calling us immediately is the best way of keeping your possible losses to a minimum. You could lose all the money in your account (plus your maximum overdraft amount). If a transaction was made with your card or card number without your permission, and was a Mastercard® transaction, you will have no liability for the transaction if you notify us within 60 days, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions, your liability for an unauthorized transaction is determined as follows:

If you tell us within two (2) business days of your becoming aware of any unauthorized use you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.00.

Statement Errors. If your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us on time. If an emergency or an extreme situation (such as a hospital stay) kept you from telling us, we may extend the time period.

Contact in the Event of Unauthorized Transfers. Notice: You may give notice to us in person or by telephone or in writing at the telephone numbers or address provided in this Agreement. Notice to us is considered given when you take steps reasonably necessary to give us pertinent information whether or not a particular employee of the credit union receives the information. Written notice is considered given to us when you mail the notice to us or transmit it to us by any usual means. Notice can be considered to be given if we become aware of circumstances leading to the reasonable belief that an unauthorized transfer may have occurred.

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

610-485-2960
877-5-SUNEAST (877-578-6327)

Or write:

Sun East Federal Credit Union
P.O. Box 2231
Aston, PA 19014

To report a lost or stolen Sun East ATM or Debit Card **after hours**, call:

800-449-7728

Credit Union Liability

If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you, we will be liable for your losses or damages not to exceed the amount of the transaction except as otherwise provided by law. We will not be liable in the following circumstances.

- o If there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy (see *Depository Agreement and Disclosures*), or if the transaction involves a loan request exceeding your credit limit.
- o If you used your card or Security Code in an incorrect or illegal manner.
- o If the ATM where you made the transfer did not have enough cash.
- o If the ATM was not working properly.
- o If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- o If your account funds are subject to legal process or other claim.
- o If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- o If the error was caused by a system of any participating ATM network.
- o If your loss is caused by you or another financial institution's negligence.
- o If the telephone or computer equipment you use to conduct audio response or electronic/PC transaction is not working properly and you know or should have known about the breakdown when you started the transaction.
- o If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- o Any other exceptions as established by Sun East.

We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement and Disclosure. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement and Disclosure.

Errors or Questions About Your Electronic Transactions

If you think your statement or receipt is wrong or if you need more information about a transfer listed, call us immediately at **610-485-2960** or **877-5-SUNEAST (877-578-6327)** or write to:

Sun East Federal Credit Union
P.O. Box 2231
Aston, PA 19014

1. Tell us your name and account number
2. Describe the error or the transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error and, if possible, the date it appeared on your statement.
4. It will be helpful if you give us a telephone number at which you can be reached in case we need further information.

We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation 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 re-credit your account within 10 business days for the amount you think is in error (20 business days if your account has been open for 30 days or less) so that you will have use of the funds during the time it takes us to complete the investigation. If the error concerns an electronic fund transfer that is: (1) a foreign initiated transaction, or (2) a transaction occurring within the first 30 days after deposit to a new account, a 90-day investigation period in place of the 45-day period will apply. 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 re-credit your account.

If we decide there is no error, we will send you a written explanation, no later than 3 business days after we finish our investigation. You may ask for copies of the documents we used in the investigation and we will make them available to you for your inspection. For a reasonable fee covering our duplicating costs, we will provide you with copies of any such documents your request. (See *Schedule of Fees and Charges*) If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred.

If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records. If we decide that there was no error, you may wish to contact the third party to pursue the matter further.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or a transfer you make:

- o As necessary to complete transfers.
- o To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- o In order to comply with a government agency or court order;
- o If you give us written permission.
- o To our employees, auditors, service providers, attorneys or collection agencies in the course of their duties.

Your Right to Receive Documentation of Transfers

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

Terminal Transfers. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or POS terminal.

Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a paystub), you can find out whether or not the deposit has been made by calling (610) 485-2960 or 877-5-SUNEAST (877-578-6327). This does not apply to transactions occurring outside the United States.

Other Evidence of Transaction. Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute proof that such transfer was made.

eStatement Terms of Use

If you agree to receive eStatements, you consent and agree to the following:

- o You will provide us with an e-mail address that will be used to send you all electronic statement related notification. You will let us know immediately if this e-mail address changes by calling us at 610-485-2960 or 877-5-SUNEAST (877-578-6327). If your e-mail address changes and we are not notified, we will send all electronic statement related notifications to any other e-mail address we may have on record for you. We may, at any time, convert your electronic statements to paper statement status if we do not have a valid e-mail address for you. Please see the Schedule of Fees and Charges for details regarding paper statement fees. You further understand that you have no expectation of privacy if the statement link is transmitted to any e-mail address provided by you, but not owned by you (such as an e-mail address you use at your employer's business). You further agree to release Sun East from any liability if the information is intercepted or viewed by an unauthorized party at your employer or other e-mail address selected by you.
- o Upon receipt of your consent and using the e-mail address you provide, we will send you notification of the availability of your periodic account statement each statement period (statement cycle) and you will be directed to access the Sun East website in order to view your statements.
- o You will be required to enter your Username and Password to view the electronic statement(s) and images in Online Banking.
- o You can choose to opt out of eStatements by notifying us via e-mail at OnlineServices@suneast.org or by telephone 877-578-6327.
- o By choosing eStatements, you will not receive a paper statement but may request one at any time. Please see the Schedule of Fees and Charges for details regarding paper statement fees. This means that along with your statement you may electronically receive any materials that would have gone out with the paper statement including disclosures and promotional materials.

eStatement System Access. Access to this service may be unavailable at

times due to scheduled maintenance, unscheduled maintenance or system outage. In addition both environmental and physical events may occur that may cause the system to become unavailable. Sun East will make every reasonable effort to ensure optimum availability of this system. However, Sun East is in no way liable for the unavailability of the system or any damage that may result from system unavailability. Sun East disclaims any and all liability that relates to the improper use of this system.

eStatement Change in Terms. It may be necessary, from time to time, to change the terms or conditions regarding your eStatement access. In the event such a change is necessary, we will display a message via e-mail notification at least 21 days before the change goes in effect.

Stop Payment of Pre-authorized Transfers

If you have told us in advance to make regular electronic fund payments out of your account to a third party, you can stop any of these payments. It will be your responsibility to notify the originator of an EFT payment from your account, in writing, when you wish to change or stop the transaction. Sun East must receive a copy of the above notification to enable us to ensure the transaction does not take place on the account again. Call us at 610-485-2960 or 877-5-SUNEAST (877-578-6327) or write to:

**Sun East Federal Credit Union
P.O. Box 2231
Aston, PA 19014**

in time for us to receive your request 3 or more business days before the payment is scheduled to be made.

If you call us, we may require you to put your request in writing and get it to us within 14 days after your call. Once we have processed your stop payment request, we will stop the payment in the amount indicated by you, to the third party named in your request, unless you instruct us, in writing, to resume making such payments. There will be a minimal charge for each stop payment order. (See *Schedule of Fees and Charges*)

If you have properly requested us to stop any of these regular payments, and we do not do so, we will be liable to you for damages which you prove are directly caused by our failure to stop payment.

Notice of Varying Amounts: If these pre-authorized transfers may vary in amount, the person you are going to pay will tell you, 10 days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Stop Payment of Bill Payment Transfers

Depending on the payee, online bill payments will be made either by paper check or electronically via ACH. The type of payment made for a given payee is indicated in the My Payments screen in Online Banking.

A bill payment is in *pending* status from the time you enter the payment instructions until the payment is sent. You may cancel or edit a payment in *pending* status at any time by deleting or editing the payment in online bill payment. There is no charge for canceling or editing a payment in *pending* status.

Stop payment requests may only be made on payments made by check and will be accepted only if FIS has a reasonable opportunity to act on a stop payment or cancellation order once a payment is in process or has been sent. It is not possible to stop or cancel an electronic payment which

has been sent.

To cancel or stop a payment on a check which is in process or which has been sent, please call Sun East at 877-578-6327, be sure to have your Bill Pay Identification Number handy. Although every effort will be made to accommodate your request, neither Sun East nor our third party vendor will be liable for failing to do so.

If you request a stop payment on a check, we may require you to put your request in writing and get it to us within 14 days after your call. There will be a charge for each stop payment order for checks which are in process or that have been sent. (See *Schedule of Fees and Charges*)

Other Terms and Conditions

Illegal Use of Card. You agree that illegal use of the card will be deemed an action of default and/or a breach of contract and your account and other related services may be terminated at Sun East's discretion. You further agree, should illegal use occur, to waive any right to sue Sun East for such illegal use or any activity indirectly related to it and additionally agree to indemnify and hold Sun East harmless from any suits or other legal action or liability, resulting from such illegal use. Sun East reserves the right to decline to authorize any transaction that may possess undue risk of illegal activity.

Use and Care of Your Sun East ATM and/or Debit Card, PIN and Security Code. Upon approval of your request for a Sun East ATM card, debit card, SUNNY access or Online Banking, we will issue you a personal identification number (PIN), and/or Security Code. You agree that you will not reveal your card or any Security Code associated with your card (personal identification number or PIN) to any person not authorized to use your card. If you permit another person to use your PIN or account number(s) and related security code(s), you are responsible for all transactions conducted by that person (even if he or she exceeds your authorization), until you notify us that the person is not authorized so that Sun East may block the Security Codes and issue new ones. You will not write your PIN on your card or on any item kept with your card.

Courtesy Pay Privilege/Plus. Under our Courtesy Pay Privilege/Plus, Sun East reserves the right to allow ACH Debits to overdraw your account based on the relationship you have with Sun East. (See *Courtesy Pay Privilege Plus Opt In and Depository Agreement and Disclosures* for complete details.) Separate from Courtesy Pay Privilege/Plus, some POS transactions may also be allowed due to network rules, which may also result in a negative balance. If a negative balance in your account does occur, you will pay the full amount of the negative balance to Sun East immediately upon request, as well as a fee for Non-Sufficient Funds. (See *Schedule of Fees and Charges*)

Overdraft Loan. If you have a Sun East loan with overdraft capabilities and you have authorized it for use as an overdraft account, and you use your debit card or Sun East's bill payment service, that overdraws your account, a loan will be made to you to cover the amount of the overdraft, in accordance with the agreement made with you regarding your loan product(s).

Joint Accounts. If more than one authorized signer requests EFT services, each person who are signatories to the Account will be bound by this Agreement and will be responsible for paying all amounts owed as a result of this Agreement.

Termination of EFT Services. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing

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

Governing Law. This agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the Commonwealth of Pennsylvania and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of Delaware County.

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

The information in this brochure is subject to change without notice at the discretion of the Board of Directors.



Deposits Insured Up to \$500,000. \$250,000 by the National Credit Union Administration, a U.S. Government Agency, and \$250,000 by ESI, a licensed property and casualty insurer. ESI is not a government agency.

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