



Account Disclosures and Information

USA PATRIOT Section 326

Customer Identification Program

The USA Patriot Act, Section 326 mandates all financial institutions to implement a Customer Identification Program (CIP) as a tool to protect the U.S. financial system from money laundering, terrorist financing, identity theft and other forms of fraud. As part of the CIP, DCTFCU must publish a disclosure notice to new customers in order to acquaint them with the new information requirements. Please refer to the Disclosure Notice below.

DISCLOSURE NOTICE

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act, a Federal law, requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you or your business opens an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. If you are opening an account on behalf of a business entity, documents relating to its formation, existence and authority may also be requested.

We may also ask to scan your driver's license or other identifying documents.

Your ability to Withdraw Funds

Our policy is to allow you to withdraw funds deposited into your account on the next business day after we receive your deposit. Every day except Saturday, Sunday and a federal holiday is a business day. Your deposit will be considered received, however, only on a day we are open for business. For example, if you deposit on Thanksgiving, we consider the deposit made on Friday, the next day we are open for business. And if you made your deposit after 4:30 p.m. on any given business day, we may consider it made on the next business day.

Please remember that even after we have made the funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of checks that you

deposit, funds may not be available until the seventh business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time that you make your deposit. We will also tell you when the funds will be available.

Electronic Fund Transfer Disclosure Statement

This disclosure statement sets forth your rights and obligations as a user of the electronic fund transfer service which Daviess County Teachers Federal Credit Union offers. It is also a statement of this Credit Union's rights and obligations as a provider of electronic fund transfer services.

MEMBER OBLIGATIONS

If you believe your MasterCard® Debit/ATM Card or Personal Identification Number (PIN) has been lost or stolen, you must inform DCTFCU within a maximum of 2 (two) business days after you learn of the loss or theft.

If you do NOT tell us within 2 (two) business days after you learn of the loss or theft of your MasterCard® Debit/ATM Card or PIN, and we can prove we could have stopped someone from using your MasterCard® Debit/ATM Card without your permission if you had told us, you could lose as much as \$500.

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

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

DCTFCU TELEPHONE NUMBER AND ADDRESS TO BE USED IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your MasterCard® Debit/ATM Card or PIN has been lost or stolen or that someone has transferred or may transfer from your account without your permission:

Call: 270-684-8954, 1-800-215-5574

E-Mail: info@dctfcu.com

Write: P.O. Box 1986, Owensboro, KY 42302

DCTFCU BUSINESS DAY

DCTFCU business days are Monday through Friday. Credit Union holidays are not included.

TYPES OF AVAILABLE TRANSACTIONS

You may use your MasterCard® Debit/ATM Card to:

- Withdraw cash from/deposit to your checking or regular share account at ATM machines.*
- Make purchases wherever you can write a check and/or use a credit card.

*Not all services are available at every terminal.

DCTFCU LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNTS OF TRANSFERS

For security reasons, we reserve the right to limit the number of transfers you can make and the dollar amounts you can withdraw each day from an automated teller machine.

DCTFCU CHARGES

Your account will be assessed a monthly charge for the MasterCard® Debit/ATM Card.

RIGHT TO DOCUMENTATION

You can get a receipt at the time you make any transfers to or from your account using any ATM device available to you. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call DCTFCU at 270-684-8954 or 1-800-215-5574 to find out whether or not the deposit has been made. (Also, Audio Teller and Active Web site)

You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

If you have told DCTFCU in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call: 270-684-8954, 1-800-215-5574

E-Mail: info@dctfcu.com

Write: P.O. Box 1986, Owensboro, KY 42302

In time for us to receive your request, 3 (three) or more business days is needed before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give.

If these regular payments vary in amount, the person or company you are going to pay will tell you 10 days before each payment when it will be made and how much it will be.

If you order DCTFCU to stop one of these payments 3 (three) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

DCTFCU OBLIGATIONS

If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you, we will be liable for your losses or damages. However,

there are some exceptions. We will not be liable for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If you are attempting to draw against deposits of checks, drafts or other non-cash items that have not yet been collected. Generally, a check is collected when we present it to the bank it is drawn on and the bank pays us its value.
- If you are attempting to draw against funds deposited in an ATM before the amount of your deposit has been manually verified by us and credited to your account.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you know about the breakdown when you started the transfer, or if the ATM device ceases to operate during the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we may have taken.
- If the funds in the accounts have been offset by DCTFCU in payment of a delinquent loan or if the funds have been attached or otherwise proceeded against as a result of a lawsuit that someone has brought against you or a joint depositor on your account.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will make disclosure information to third parties about your account or the transfers you make as follows:

- Where it is necessary for completing transfers.
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant.
- In the event we close your account due to a deficit balance or excessive overdrafts.
- In order to comply with government agency or court rules, or;
- If you give us your written permission

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

Call: 270-684-8954, 1-800-215-5574

E-Mail: info@dctfcu.com

Write: P.O. Box 1986, Owensboro, KY 42302

Call as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account, (if any);
- Describe the error or 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;
- Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days after we hear from you and we 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 recredit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within 3 (three) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.



TRUTH IN SAVINGS DISCLOSURE

SHARE ACCOUNT

RATE INFORMATION

As of _____, the Annual Percentage Yield (APY) and Dividend Rate for the following accounts were:

SHARE ACCOUNT	REGULAR SHARES	CHRISTMAS CLUB	SPECIAL ACCOUNTS	ULTIMATE ACCOUNT \$10,000-\$24,999	ULTIMATE ACCOUNT \$25,000-\$49,999	ULTIMATE ACCOUNT \$50,000-\$74,999	ULTIMATE ACCOUNT \$75,000-UP
Annual Percentage Yield	%	%	%	%	%	%	%
Dividend Rate	%	%	%	%	%	%	%

The Annual Percentage Yield and Dividend Rate for each account are set forth above. Dividend Rate and APY to all accounts, except Ultimate accounts, may change quarterly, as determined by the Board of Directors. The APY and Dividend Rate for Ultimate accounts may change monthly as determined by the Board of Directors.

COMPOUNDING AND CREDITING

Dividends Compounded	Qrtly	Qrtly	Qrtly	Monthly	Monthly	Monthly	Monthly
Dividends Credited	Qrtly	Qrtly	Qrtly	Monthly	Monthly	Monthly	Monthly
Dividend Period	Qrtly	Qrtly	Qrtly	Monthly	Monthly	Monthly	Monthly

The beginning date of the first monthly dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other monthly dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of the dividend period, and for this example is January 31. The beginning date of the first quarterly dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other quarterly dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of the dividend period, and for this example is March 31. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Balance	\$5.00	None	None	\$10,000	\$25,000	\$50,000	\$75,000
Minimum Daily Balance							
Required to earn dividend	\$5.00	None	None	\$10,000	\$25,000	\$50,000	\$75,000

Regular Shares require purchase of a \$5.00 share in this Credit Union. The Par value of a regular share is \$5.00.

BALANCE COMPUTATION METHOD

Balance Computation Method	Daily Balance	Daily Balance	Daily Balance	Daily Balance	Daily Balance	Daily Balance	Daily Balance
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This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL OF DIVIDENDS

Dividends begin to accrue no later than the business day we receive credit for the deposit of Non-cash items (for example, checks).

FEES AND CHARGES

- Fees and/or charges may be assessed against your account; see Fee Schedule.
- Dividends are paid from current income and available earnings.
- Additional terms, conditions and disclosures provided with this disclosure and in the Membership and Account Agreement Brochure

**Member accounts of DCTFCU
are federally insured by the
National Credit Union Share
Insurance Fund.**

Opened on _____

By _____

of Daviess County Teachers FCU



TRUTH IN SAVINGS DISCLOSURE SHARE DRAFT/CHECKING ACCOUNT

MINIMUM BALANCE REQUIREMENTS

There are no minimum balance requirements.

NON-CASH DEPOSITS

You will receive credit for the deposit of non-cash items (for example; checks) no later than the business day we receive provisional credit.

FEES

- No monthly service fee. Other fees may be charged on your monthly statement: see Fee Schedule.
- The par value of a regular share in this Credit Union is \$5.00.
- Additional terms, conditions and disclosures provided with this disclosure and in the Membership and Account Agreement brochure.
- Member accounts of this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

PRINTED DRAFT (CHECK) PURCHASES

Daviness County Teachers Federal Credit Union reserves the right to require that all purchases of printed drafts be done by the Credit Union's authorized draft printers (available upon request). If at any time you should use drafts printed by someone other than authorized by the DCTFCU, it reserves the right to reject every draft and charge a fee per draft for each draft rejected.

LOST CARD NOTIFICATION

If you believe your DEBIT/ATM card has been lost or stolen, immediately inform the Credit Union by

Calling: 270-684-8954; 800-215-5574; or 800-528-2273

Writing: P.O. Box 1986, Owensboro, KY 42302

E-mail: info@dctfcu.com.

LIABILITY FOR UNAUTHORIZED USE

You may be liable for the unauthorized use of your DEBIT/ATM card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. If the card is used to obtain unauthorized withdrawal from a share draft/checking account and it results in advances being made from your overdraft sub-

account, your liability is governed by Regulation E. You will receive these disclosures at the time you receive your DEBIT/ATM card.



COURTESY PROTECTION DISCLOSURE

Courtesy Protection is a service which allows Daviess County Teachers Federal Credit Union (DCTFCU), at its option, to pay any item presented for payment against your checking account, even if it causes the account to become overdrawn (up to \$500.00). Courtesy Protection helps you to avoid merchant charges, collection agency fees and the embarrassment of checks returned due to insufficient funds. It also helps protect your credit reputation when an inadvertent overdraft occurs. A nominal fee of \$27.00 for each item will be deducted from your checking account for this service. Repayment of the negative balance will be deducted from your next deposit and must be repaid within forty-five (45) days.

Courtesy Protection is only one of several Overdraft Protection options provided by DCTFCU. You may also have free overdraft transfers from your share/savings or other authorized accounts. Upon credit approval, you can have overdraft protection from a Personal Line of Credit. Please ask a Credit Union representative for more information on these services.

You may opt out of Courtesy Protection by signing the Opt Out Section below and returning the signed form to the Credit Union. If you receive a direct deposit of your monthly Social Security payment into your share draft/checking account and do not want Courtesy Protection eligibility, you will need to contact us in order to formally stop paying your overdrafts with these funds.

COURTESY PROTECTION POLICY

It is the policy of Daviess County Teachers Federal Credit Union (DCTFCU) to allow, at its option, members to overdraft their checking account(s), on a temporary basis. This policy is designed to provide limited relief to members that inadvertently overdraw their checking accounts by paying items that would otherwise be returned insufficient funds. This policy shall not apply to checks, electronic funds or other instruments that are returned for any other reason unless approved by management.

I. The following parameters apply to Courtesy Protection:

- A. Courtesy Protection will only be available for checking accounts.
- B. The member may overdraw a checking account no more than \$500.00 including fees unless there is evidence that a deposit is imminent by direct deposit, loan proceeds, or, unless there are sufficient funds in other accounts with the credit union.
- C. The member shall be notified in writing that the entire overdrawn balance, including fees, shall be repaid immediately. The program will be suspended if the balance is not paid within forty-five (45) days.
- D. A fee of \$27.00 will be charged for each item that is paid on the member's behalf and will be

in lieu of the customary overdraft or return fee. This fee shall be set by the Board of Directors and may be reviewed and changed at will.

E. If DCTFCU pays an overdraft on a checking account with more than one owner, each owner is jointly liable for payment of the overdrawn amount plus any service fees.

F. If DCTFCU chooses not to pay the overdrawn amount, the account owner will be subject to an NSF fee as set forth in the Fee Disclosure.

G. DCTFCU will provide members who have difficulty repaying their obligation under the Courtesy Protection program the opportunity to sign a Repayment Agreement. Negative balances, paid through a repayment agreement, must be paid in their entirety within four months. During this repayment period, the checking account and ATM/Debit card (when applicable) will be suspended. In the event the member does not repay the entire outstanding obligation, the account becomes subject to regular collection procedures and the account owner(s) may be subject to collection costs.

II. The Courtesy Protection program will apply to all checking accounts in good standing with the exception of the following:

A. Members with loans that are delinquent more than ten days.

B. Members with overdrawn balances on other accounts on which they are a joint owner or authorized user.

C. Checking accounts which have been opened for less than sixty days.

D. Checking accounts owned by members that would be ineligible for other credit union services.

III. Opt Out

A. A checking account may be removed from the Courtesy Protection by a member who does not wish to have this account protection.

B. The Opt Out provision will be made known to members at implementation of the program and thereafter when new checking accounts are opened.

IV. The DCTFCU Courtesy Protection program is non-contractual.

There is no cost to the member unless the service is used by initiating a check, EFT or other method of payment that is more than what is on deposit in their account. Furthermore, DCTFCU cannot control the order in which Electronic Funds transactions are posted which may impact the number of service fees incurred by a member. DCTFCU may pay, at its discretion, items up to the authorized limit and charge a service fee for this privilege. DCTFCU is not obligated and may refuse to provide the courtesy on any checking account at any time. Further, DCTFCU reserves the right to discontinue the program, make changes to the program, and change the service fee or eligibility therein at any time without notice. Account holders do not have a contractual right to Courtesy Protection and Courtesy Protection is not guaranteed by the existence of the program.



Membership and Account Agreement

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Notice and Disclosure, or Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

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

2. INDIVIDUAL ACCOUNTS - An individual account is an account owned by one (1) 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 account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection or honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

3. JOINT ACCOUNTS - A joint account is an account owned by two (2) or more persons
a. Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union'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 or transfer funds, pledge to us all or any part of the shares, or stop payment on items 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 in order to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint 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 the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

4. POD/TRUST ACCOUNT DESIGNATIONS - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

5. ACCOUNTS FOR MINORS - We 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 the change is authorized in writing by all account owners.

6. UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT - A Uniform Transfer/Gifts to Minors Account (UTMI/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 in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only

party authorized 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 withdrawals.

7. AGENCY DESIGNATION ON AN ACCOUNT - An agency designation on an account is an instruction to us that the owner authorizes 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 credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. 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 (1) 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 (2) 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, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1 ½ inches of 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.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. 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,” and “not valid over \$500.00.” 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 restriction or limitation.

d. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your

account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. Direct Deposit. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. 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 payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

9. ACCOUNT ACCESS –

a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number, even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable or has been revoked.

c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. ACH & WIRE TRANSFERS - Except as amended by this Agreement, electronic fund 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 state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by

Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund 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 from 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. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union 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 any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order 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 fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

11. ACCOUNT RATES AND FEES – We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS –

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS – Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS –

a. Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. For ATM and one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

b. Order of Payments. Checks, drafts, transactions, and other items may not be processed in the

order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or 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 checks or drafts and process transfers and withdrawals.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS – You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

16. STOP PAYMENT ORDERS –

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

b. Duration of Order. Oral stop payment orders for checks or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

17. CREDIT UNION LIABILITY – If we do not properly complete a transaction according to this Agreement, 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 if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution 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. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON – We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment.

19. REMOTELY CREATED CHECKS OR DRAFTS – For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. 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(s) 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. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us

now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. **Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state 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 do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state 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.

21. LEGAL PROGRESS – If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

22. ACCOUNT INFORMATION – Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. NOTICES –

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you

notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING –

Your failure to furnish a correct Taxpayer Identification Number (TIN) 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 may suspend opening your account.

25. STATEMENTS –

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts.

For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements 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 charged to your account unless you notify us in writing within the above time limit for notifying us of any error. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

26. INACTIVE ACCOUNTS – If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to

transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned.

Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

27. SPECIAL ACCOUNT INSTRUCTIONS – You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card and accepted by us.

28. 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 the ownership of the account or of the funds in the account; (4) any check or 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 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 check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP – You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

30. DEATH OF ACCOUNT OWNER – We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, 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.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES –

You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities.

We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

32. 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. All headings are intended for reference only and are not to be construed as part of the Agreement.

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

34. GOVERNING LAW – This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, 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 the county in which the Credit Union is located.

35. NEGATIVE INFORMATION NOTICE – We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

LOANLINER.

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FACTS

WHAT DOES DAVIESS COUNTY TEACHERS 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.

What?

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 and income
- account balances and payment history
- credit history and credit scores

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 Daviess County Teachers Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Daviess County Teachers FCU 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	We don't share
For joint marketing with other financial companies	Yes	Yes
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 our affiliates to market to you	No	We don't share
For non-affiliates to market to you	Yes	Yes

Questions?

Call 270-684-8954 or 800-215-5574 or go to www.dctfcu.com.

What we do

How does Daviess County Teachers Federal Credit Union protect my personal information?	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.
How does Daviess county Teachers Federal Credit collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or deposit money ■ pay your bills or apply for a loan ■ use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<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 non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Daviess County Teachers Federal Credit Union has no affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.