

**YOUR SHARE DEPOSIT ACCOUNT  
TERMS AND CONDITIONS  
ELECTRONIC FUND TRANSFERS,  
FUNDS AVAILABILITY, TRUTH-IN-SAVINGS, PRIVACY AND  
ACCOUNT AGREEMENT**

**YOU SHOULD KEEP THIS DISCLOSURE STATEMENT  
FOR FUTURE REFERENCE**

Dear Credit Union Member:

This disclosure statement contains the rules which govern, where appropriate, your share account at the Credit Union. Unless it would be inconsistent to do so, words and phrases used in this disclosure statement should be construed so that the singular includes the plural and the plural includes the singular. Elsewhere in this disclosure statement, you will find a schedule of the applicable dividend rates, methods of calculation, minimum balance requirements and fees. Please read this information carefully; continued use of your share account with us after receipt of this disclosure statement means you agree to these rules, you agree to pay the fees listed, and you give us the right to collect the fees, as earned, directly from your account balance. If you have any questions about the information contained in this disclosure statement, please call your branch office at the phone number listed in this disclosure statement.

Much of our relationship with our credit union members is regulated by state and federal law. The body of law is too large and complex to be reproduced here. The purpose of this disclosure statement is to summarize the rules applicable to the more common transactions and establish rules for certain events or transactions. We may permit some variations from this standard agreement, but any such variation must be agreed to in writing in a written form acceptable to credit union management.

In this disclosure statement, the words “WE”, “US” and “OUR” mean the Credit Union and the words “YOU” and “YOUR” mean the share account holder or each person who has access to the account with the account holders consent.

In this disclosure statement, “Share Draft Account” means your checking account and “Share Draft” means check.

**LIABILITY** - You agree to the terms of your credit union share account and the schedule of fees that may be imposed. You authorize us to deduct fees directly from your account balance. You also agree to pay additional reasonable charges we may impose for services you request which may not be outlined in this disclosure statement. You and any joint owner you have signed on your account also agree to be liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw or write share drafts on your account, and the costs we incur to collect the deficit, including, to the extent permitted by law, our reasonable attorneys’ fees.

**DEPOSITS** - We will make funds from your deposits available to you on the same business day we receive your deposit provided that deposit is made prior to 3:00 p.m. on a business day that we are open. Any deposits made in foreign currency will be at the exchange rate in effect upon final collection in U.S. dollars. We reserve the right to place a hold on your deposit if we have reason to believe that the item you have deposited will not be paid. If we delay your ability to withdraw funds, we will notify you in accordance with our Funds Availability Schedule as presented later in this disclosure statement. The Credit Union will not accept stale dated or improperly endorsed checks for deposit.

**WITHDRAWALS** - You may withdraw available funds in your account by calling your credit union branch office and requesting that a check be mailed to your address of record, by visiting your branch office in person, by writing a share draft or initiating a bill payment transaction against funds available in your Share Draft Account and/or Overdraft Protection Line-of-credit, by telephoning the Electronic Teller (E.T.) using a touch tone phone and your personal identification number (PIN) to request a transfer or check, by accessing CU OnLine with a personal computer via the Internet using your password and PIN to request a transfer or check, by accessing a Quick Cash Dispenser (QCD) at limited locations using your PIN to request a transfer or cash withdrawal, or by accessing a CO-OP, MASTERCARD, PLUS or STAR network Automated Teller Machine (ATM) or Point Of Sale (POS) register using your ATM/POS/ Debit card and PIN or signature to withdraw cash or make a purchase against funds available in your Share Draft Account and/or Overdraft Protection Line-of-credit. Any joint owner or signer on your account also has the right to withdraw funds. The fact that we may overdraw your account to pay an item presented for payment does not obligate us to do so.

We reserve the right to refuse a withdrawal request or transfer request which is attempted by any method not specifically permitted or that exceeds any frequency limitation. In accordance with the Federal Credit Union Act, we may require up to 60 days notice for withdrawal of funds. We may refuse a withdrawal request if satisfactory identification has not been produced. Limitations for each account type are presented in the Truth-in-Savings section of this disclosure statement.

**OWNERSHIP OF ACCOUNT & DESIGNATION OF BENEFICIARY** - When you join TruGrocer Federal Credit Union you will be designated as the primary share holder. You have the option of naming a joint owner on your primary share account. A joint owner named on the primary share account will be considered a joint owner on all other share accounts at the Credit Union except the Share Draft Account and Individual Retirement Accounts. A separate joint owner/account signer agreement will be maintained for Share Draft Accounts. Joint owners are not allowed on Individual Retirement Accounts. A joint owner named on the primary share account who qualifies for membership, as listed in the Membership Requirements section, will be considered a Joint Member having the rights that the Primary Member has, including the right to deposit, withdraw, make and repay loans, obtain any information and close the account. A joint owner named on the Primary Share Account who does not qualify for membership, will be considered a Joint Shareholder having only the

right to deposit, withdraw and obtain information on the account. A Joint Shareholder does not have the right to vote, make or repay loans or to close the account. In the event of death of the Primary Member, the account will have to be closed if the Joint Shareholder is not in the Credit Union’s field of membership. Once a joint owner is added to an account, that name cannot be removed without the joint owners signature. The beneficiary named on your membership application will receive any benefits paid under the Life Savings Insurance Contract. You must notify us in writing if a beneficiary change is required on your account. A separate beneficiary listing is required for IRA’s.

**STOP PAYMENTS** - We will allow you to place a stop payment order over the phone provided the item in question has not been paid. You must return the signed stop payment voucher within ten days of placing the stop payment or the stop payment order will be removed. A release of the stop payment request may be made only by the person who initiated the stop payment. If you request a cancellation of a cashiers check that has been issued from your account due to the check being lost in the mail, and that cashiers check is later presented for payment, you assume full responsibility and we have the right to charge back the cashiers check against your account. If the funds are not available in your account, you agree to reimburse us immediately upon our written or verbal notification.

**TELEPHONE TRANSFERS** - You may transfer funds between your share accounts by telephone, CU OnLine or via the Electronic Teller provided you do not exceed any frequency limitations, minimum balance requirements or conditions specific to a particular share account. Limitations are presented in the Truth-in-Savings and Electronic Fund Transfers sections of this disclosure statement.

**ONLINE ELECTRONIC MAIL CAPABILITIES AND LIMITATIONS** - The Credit Union will not immediately receive and review OnLine electronic mail messages that you send and **WILL NOT** process requests for funds transfers received in this manner. If a request requires immediate attention, contact your Credit Union branch directly by telephone or in person.

**AMENDMENTS & TERMINATION** - From time to time we may amend the terms and conditions on your account. If we make changes in our terms and conditions we will give you reasonable notice either in writing or, if appropriate, by posting notices. You may close your credit union account or discontinue a service by sending a written request to your branch office or in person. We may close your account or discontinue a service without notice if you abuse an account or service in any way or if your account balance drops below the minimum amount required for membership.

**STATEMENTS** - You will receive statements on your account at least quarterly and in some cases monthly. You must examine your statements and notify us promptly of any discrepancy on your account. To protect your rights, you must contact us in writing within 60 days from the date of your statement. You may phone us to report a discrepancy, but doing so will not preserve your rights. When you write, you must provide your name and account number, the dollar amount of the suspected error and the reason you believe there is an error. If you do not follow the proper procedures of notification, you may not assert a claim against us for any loss that you incur.

**CHANGE OF ADDRESS** - You must notify us in writing of your change of address. Change of address requests will not be accepted over the telephone.

**DIRECT DEPOSIT** - You may sign up to have your Employers payroll, Social Security benefit or Tax refund directly deposited to your account. If for any reason we deposit funds to your account that have been deposited in error, you authorize us to deduct this amount from your account without further notice.

**STATUTORY LIEN** - 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 toward your outstanding obligation. Once you are in default, we may exercise this right without further notice to you.

**SET-OFF** - You agree that we may, without prior notice and when permitted by law, use the funds in this account against any due and payable debt owed to us now or in the future. The right of set-off does not apply to Individual Retirement Accounts. We will not be liable for the dishonor of any share draft when the dishonor occurs because we set-off a debt against your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

**DIVIDENDS** - Dividends are paid on all share accounts except the Share Draft Account and are compounded daily and paid to the account monthly using the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends are paid from current income and available earnings after required reserve transfers and therefore cannot be guaranteed or declared prior to the end of the dividend period. Dividends begin to accrue on the business day deposits are made to your accounts. Accounts will not accrue a dividend for any day that the account balance drops below the minimum balance requirement. For specific rate information, refer to the Truth-in-Savings section of this disclosure statement.

**MEMBERSHIP REQUIREMENTS** - You must complete and sign an Application for Membership and work regularly in the grocery and supermarket industry in the United States to become a member of TruGrocer Federal Credit Union. Retiree’s from this industry and immediate family members of persons employed in this industry are also eligible for membership. Immediate family member is defined as Spouse, Parent, Grandparent, Grandchild, Child, or Sibling. An initial deposit of \$5.00 to the Primary Share Account (S1) is required for membership. Once you are a member of TruGrocer Federal Credit Union, you may retain your account even if you or your family member leaves the grocery and supermarket industry. Information provided on the Application will be verified to authenticate identity of all applicants as required by the USA Patriot Act.

**SUSPENDED SERVICES** - We may suspend services to any member who has caused a loss to the Credit Union, i.e.: loan charge off, bad check, etc... If service is suspended, it will be re-instated upon remedy of the loss.

**COLLECTION COSTS ON OVERDRAWN ACCOUNTS** - If any of your accounts become overdrawn for any reason, and it is necessary for us to initiate collection actions to recover the amount overdrawn, you agree to pay the cost of recovery, including non-exclusively, outside collection fees, collection agencies, costs and reasonable attorneys’ fees.

**CREDIT UNION BUSINESS DAY** - Our business days are Monday through Friday, excluding holidays.

**TELEPHONE NUMBERS & ADDRESSES** - If you need to contact us, call or write:

**LEGAL NOTICE ADDRESS:** TRUGROCER FEDERAL CREDIT UNION,  
ATTN: LOAN SERVICING OFFICER, P.O. BOX 8145, BOISE, IDAHO 83707

<b>BOISE MAIN OFFICE</b>	<b>ORLANDO</b>	<b>DALLAS/FT. WORTH</b>	<b>LOS ANGELES</b>
(208) 385-5200	(407) 292-2006	(817) 285-8292	(714) 738-4681
P.O. BOX 8145	3305 LAKE BREEZE DR.	1327 BROWN TRAIL	341 E. IMPERIAL HWY
BOISE, ID 83707	ORLANDO, FL 32808	BEDFORD, TX 76022	FULLERTON, CA 92835

<b>ELECTRONIC TELLER</b>	<b>WEBSITE</b>
(208) 343-1035	www.trugrocer.com

#### **PRIVACY PRACTICES**

You can be confident that your financial privacy is a top priority of TruGrocer Federal Credit Union. **We are required by law to give you this privacy notice to explain how we collect, use and safeguard your personal financial information.**

We are committed to providing you with competitive products and services to meet your financial needs, which necessitates that we share information about you to complete your transactions and to provide you with certain financial opportunities. In order to do so, we have entered into agreements with other companies that provide either services to us or additional financial products for you to consider. Under these agreements, we may disclose information we collect, as described below, to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements.

To protect our members’ privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. **We do not permit these companies to sell the information we provide to them to other third parties.**

#### **Information We Collect**

We collect nonpublic information about you from some or all of the following sources:

- Information we receive from you on membership and loan applications and other forms, such as your name, address, social security number, assets and income;
- Information about your transactions with us, our affiliates, or others such as your account balance, payment history, parties to transactions and credit card usage;
- Information we receive from a consumer reporting agency, such as your creditworthiness and credit history; and
- Information obtained when verifying the information you provide on an application or other forms, such as from your current or past employers or from other institutions where you conduct financial transactions.

#### **Information We Disclose**

We may disclose some of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. We may also disclose information about you under other circumstances as permitted or required by law.

If you terminate your membership with TruGrocer Federal Credit Union, we will not share information we have collected about you, except as permitted or required by law.

#### **Our Security Measures**

We restrict access to nonpublic information about you to those employees who need to know that information to provide products or services to you. Our employees are trained in the importance of maintaining confidentiality and member privacy. We maintain physical, electronic and procedural safeguards that comply with Federal regulations and leading industry practices to safeguard your nonpublic personal information.

#### **ELECTRONIC FUND TRANSFERS- YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers we are capable of handling are indicated below, some of which may not apply to your credit union account. Please read this list over very carefully to determine the services available to you and your rights and obligations for these transactions.

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.

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.

Each member who transfers funds through an electronic device agrees to be bound by Regulation E, The Electronic Funds Transfer Act, and all other rules and regulations which may govern such transfer or withdrawal.

Any wire transfer sent or received may involve Fedwire and, therefore, will be subject to the provisions of the Federal Reserve Regulation J.

In this disclosure statement “E.T.” refers to the Electronic Teller system, “PIN” means Personal Identification Number, “CARD” refers to any access card issued to you, “TRANSFER” refers to any transaction completed through the Electronic Teller, CU OnLine, Bill Payer, QCD or deposits, transfers and withdrawals initiated by a third party, “ATM” refers to any Automated Teller Machine, “POS” refers to a Point-of-Sale transaction, “Debit” refers to a MASTERCARD debit transaction and “QCD” refers to a Quick Cash Dispenser (available at limited locations). “CU OnLine” refers to personal computer Credit Union access through the Internet, “Bill Payer” refers to bill payment services.

Separate Personal Identification Number’s (PIN’s) are issued to access different electronic delivery services. When a membership account is opened a PIN is issued to access E.T. and the QCD. A separate PIN is issued to access ATM and POS devices with an ATM/POS/Debit Card. The E.T./QCD PIN, along with an additional Password, is required to access CU OnLine.

E.T. may be accessed 24 hours a day by calling (208)343-1035 or (800)392-3328. Toll free usage is limited to 20 minutes per month. Usage in excess of 20 minutes per month will result in a penalty fee of \$1.00 per each minute in excess of 20 minutes. This fee will be assessed on the last day of the month and will be charged to your regular share account. If funds are not available in your regular share account, we may charge another share account. The amount of the charge will appear on your statement of account.

CU OnLine may be accessed 24 hours a day by your personal computer through the Internet at www.trugrocer.com. The posting of transactions may be delayed on CU OnLine in the evening hours during Host Maintenance. Once the Host Maintenance period has ended the transactions will automatically post.

**TYPES AND LIMITATIONS OF TRANSFERS** - You may use E.T. from a touch tone phone or CU OnLine on the Internet to do the following transactions: 1) account balance inquiries, 2) transfer funds between share accounts, 3) request a withdrawal check to be mailed from a share account, 4) transfer funds from a share account to make a loan payment, 5) find out your last direct payroll deposit and the date of the deposit, 6) check to see if a share draft has cleared your account, 7) modify bill payment transfers to participating merchants you have authorized once you have signed up for the Bill Payer service.

You may use the QCD at limited locations to do the following transactions: 1) account balance inquiries, 2) transfer funds between share accounts, 3) request a cash withdrawal from a share account or an overdraft line-of-credit, 4) transfer funds from a share account to make a loan payment.

**Access and Limitations.** You may access your account via E.T., the QCD or CU OnLine as often as you like. Withdrawals from Individual Retirement Accounts and Club Accounts are not allowed through E.T. the QCD or CU OnLine and withdrawals from Money Market Share Accounts are limited to six per month. Line-of-credit add-ons are not allowed through E.T. and pre-authorized withdrawals initiated by a third party are allowed only on your Share Draft Account.

You may use your Credit Union ATM/POS/Debit Card at CO-OP, MASTERCARD, PLUS and STAR networks’ ATM machines and POS cash registers for cash withdrawals or purchases from your Share Draft Account or an Overdraft Line-of-Credit. ATM machines can also be used by all cardholders to obtain balances, transfer funds or make withdrawals from your Primary Share (S1) and your Share Draft (S4) account. Funds can be deposited to your Share Draft (S4) account **ONLY** through CO-OP network ATM’s that accept deposits.

You may access funds in your Share Draft Account and Overdraft Protection Loan with your ATM/POS/ Debit card using your PIN or signature where MASTERCARD Debit is accepted. Some merchants may transmit an authorization for purchases made with the MASTERCARD Debit that require a signature rather than a PIN and may be initiated as a “credit” transaction. Once approved, the credit union will hold the amount of that authorization against funds in your Share Draft account or Overdraft Line-of Credit until the completed transaction is submitted by the merchant or three (3) days, which ever occurs first. Some merchants, such as Hotels/Motels & Rental Car Agencies, may transmit an authorization for an “estimated/ anticipated” amount that may exceed the final submitted transaction. While the funds are on hold for an authorization, they are not available for withdrawal by any means. There may be an overdraft fee, as listed in the Fees and Service Charges section of this disclosure, if your Share Draft account is overdrawn due to a Debit transaction. Withdrawal limitations may vary between networks and individual machines. Your maximum per day withdrawal limit is \$1,500 or your available balance, whichever is less, up to 12 transactions per day. We reserve the right to adjust your maximum per day withdrawal limits from time to time. Transactions in a currency other than U.S. Dollars will be converted into U.S. Dollars. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date. You agree not to use your card for illegal gambling or any other illegal purpose. Display of a payment card logo, such as an online merchant, does not guarantee that the transaction is lawful in your jurisdiction.

Some of the above transactions will not be allowed on some share accounts.

**Wire Transfers.** The cut off time for receipt and processing of outgoing domestic wire transfer requests

is 3:00 p.m. Mountain Standard Time and 1:00 p.m. Mountain Standard Time for international wire transfer requests.

If a beneficiary of a wire transfer is identified by name and account number, final payment may be made on the basis of the account number even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the credit union if the funds transfer is completed on the basis of the identification number you provided.

If a financial institution is identified by name and routing number, final payment may be made on the basis of the routing number even if the number identifies a different financial institution. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

We may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable.

We may suspend processing of a wire transfer for greater scrutiny or verification in accordance with applicable law and this action may effect settlement or availability of the transfer.

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.

**Pre-authorized Transfers.** You may arrange for certain direct deposits to your Share Draft Account. You may also arrange to make certain payments by authorizing certain merchants to withdraw from your Share Draft Account. For example, you may arrange with an insurance company or mortgage company to automatically withdraw monthly payments due to them. Bill payment transfers scheduled and initiated under the Bill Payer product are not considered pre-authorized transfers.

**Electronic Check Conversions.** You may authorize certain merchants to convert a share draft into an electronic funds transfer and electronically collect a charge in the event the draft is returned insufficient funds.

**CHARGES** - We do not charge for direct deposits to your accounts or pre-authorized withdrawals from your accounts. There are no charges assessed for E.T. usage other than the penalty fee assessed for excessive toll free usage. There are no charges assessed by us for ATM or POS transactions. If you use an ATM/POS terminal that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. There are no charges assessed for CU OnLine access. There is a \$5.00 monthly charge for the Bill Payer service which includes up to 10 payments per month with additional payments costing \$0.40 each. The Bill Payer charge will be assessed on the last day of the month and will be charged to your Share Draft Account. There is a \$15.00 charge for domestic wire transfers and a \$30.00 charge for international wire transfers that originate from TruGrocer Federal Credit Union. You will be notified in writing of any changes to these charges prior to the changes taking effect.

#### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS** -

**E.T. Transactions.** All E.T. transactions will be identified as such on your monthly statement.

**CU OnLine Transactions.** All CU OnLine transactions will be identified as such on your monthly statement.

**Bill Payer Transactions.** All Bill Payer transactions will be identified as such on your monthly statement.

**ATM Transactions.** You will get a receipt at the time you make a withdrawal from an automated teller machine.

**POS/Debit Transactions.** You will get a receipt at the time you make a purchase. You may not get a receipt if the amount of the transaction is \$15.00 or less.

**QCD Transactions.** You will get a receipt at the time you make a withdrawal from a Quick Cash Dispenser.

**Wire Transfers.** Wire transfers will be identified as Fed Wire Withdrawal on your monthly statement.

**Pre-authorized Deposits and Withdrawals.** If you have arranged to have pre-authorized transfers on your account you can call at the telephone numbers listed above to find out whether or not the transfer has occurred.

**Periodic Statements.** You will get a monthly account statement if you have a Share Draft Account, E.T. transactions, CU OnLine transactions, wire transfers, pre-authorized transfers or ATM/POS withdrawals in a particular month. In any case, you will get a statement of account at least quarterly.

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS** - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will NOT be liable for instance: 1) if, through no fault of ours, you do not have enough money in your account to make the transfer, 2) if the transfer would go over the credit limit on your overdraft protection line-of-credit, 3) if the telephone you are using to access E.T. is not a touch tone phone, 4) if the computer system was not available when you attempted to make the transfer, 5) if you fail to properly follow service instructions on how to make the transfer, 6) if the ATM machine where you are making the withdrawal does not have enough cash, 7) if circumstances beyond our control (such as fire, flood or computer crash) prevent the transfer, despite reasonable precautions that we have taken, 8) if the transfer would violate any agreement between you and the Credit Union, 9) if the information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely, 10) if a third party processes a payment untimely or refuses to accept payment, 11) if your personal computer and/or software malfunctioned for any reason.

We may but are not obligated to make transfers to or from your account up to 10 days after we are aware of your death. If you give access to your ATM/POS/Debit card and your PIN to a third party, it will be understood that the use of the ATM/POS/Debit card and PIN is authorized by you, even after your death. Your estate will be responsible for all such authorized transfers to and from your account, until 10 days after the Credit Union is aware of your death.

There may be other exceptions stated in our account agreements with you.

**UNAUTHORIZED TRANSFERS AND WITHDRAWALS** - Tell us at once if you believe that your ATM/POS/Debit Card, CU OnLine Password or one of your PIN's has been lost or stolen.

Telephoning is the best way of keeping your possible losses down. If you tell us within two business days, you can lose no more than \$50 if someone accesses your account without your permission.

If you do not tell us within two days after you learn of the loss or theft of your card or PIN, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose up to \$500.00 in your account.

Also, if your statement shows transfers or withdrawals that you did not authorize, tell us at once. **If you do not notify us within 60 days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time.** When you notify us, we may ask that you complete and have notarized an Affidavit of Unauthorized ACH Debit or Credit Activity form. We must receive the form back within 10 business days after it has been mailed to you or you will lose your right to assert a claim against us.

**ERROR RESOLUTION** - In case of errors or questions about your electronic transfers or withdrawals, call or write us at the addresses listed above as soon as you can. If you think your statement is wrong, or if you need more information about a transaction listed on your statement, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Tell us your name and account number. Describe the error, transfer or withdrawal 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 telephone us or tell us in person, we may require that you put your question or complaint in writing within 10 business days. We will tell you the results of our investigation within 10 business days (or 20 business days for foreign-initiated transactions and all transfers resulting from POS debit card transactions) after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days (90 days for foreign-initiated transactions and all transfers resulting from POS transactions) to investigate your complaint or questions. If we decide to do this, we will re-credit your account within 10 business days (or 20 business days for foreign-initiated transactions and all transfers resulting from POS debit card transactions) for the amount that 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 (or 20 business days for foreign-initiated transactions and all transfers resulting from POS debit card transactions), we may not re-credit your account.

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

**PROCEDURES TO REVOKE PRE-AUTHORIZED TRANSFERS AND NOTICE OF VARYING AMOUNTS** -

**Right to revoke authorization and procedures for doing so.** If you have made arrangements for pre-authorized regular payments out of your account, you can revoke any of these payments by: 1) notifying the originator of the ACH transfer that you are revoking your authorization, 2) completing an "Affidavit of Unauthorized ACH Debit Activity" form available by calling or writing your branch office, and 3) returning the properly completed affidavit to the Credit Union within 10 business days. Upon receipt of the properly signed form, we will initiate the return. We may also ask for a copy of your notification to the originator. Bill Payment transfers you scheduled and initiated under the Bill Payer service are not considered pre-authorized electronic funds transfers under the Electronic Funds Transfer Act. You may stop any Bill Payment transfer you scheduled by canceling the order on CU OnLine or E.T. before the transfer has been made. After a transfer has been made you will need to contact the merchant/creditor directly to handle any problems, disputes or questions.

**Notice of varying amounts.** If these pre-authorized regular payments are going to 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.

**Liability for failure to revoke a pre-authorized transfer.** If we receive the properly signed form within the parameters outlined above and do not process the return item, we will be liable for your losses or damages.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES** - We will only disclose information to third parties about your account or the transfers and withdrawals you make: where it is necessary for completing a transaction; in order to verify the existence or condition of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders; or if you give us written permission.

## FUNDS AVAILABILITY SCHEDULE - YOUR ABILITY TO WITHDRAW FUNDS AT TRUGROCER FEDERAL CREDIT UNION

This funds availability schedule applies to your Share Draft Account at the Credit Union but may also apply to deposits made to other share accounts under certain circumstances.

Our policy is to make funds from your deposits available to you on the same business day we receive your deposit. At that time, you may withdraw the funds in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for any checks that you have deposited that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday and holidays. If you make a deposit before 3 p.m. on a business day that we are open, we will consider that day to be the first business day of deposit. However, if you make a deposit after 3 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**LONGER DELAYS MAY APPLY** - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$100 of your deposit 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 you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you a notice by the day after we receive your deposit.

**FUNDS DEPOSITED AT A CO-OP AUTOMATED TELLER MACHINE (ATM)** will not be made available until the fifth business day after the day of your deposit.

**FUNDS DEPOSITED AT A SHARED BRANCH** will not be made available until the second business day after the day of your deposit.

**FUNDS YOU DEPOSIT BY CHECK, AT AN ATM OR AT A SHARED BRANCH MAY BE DELAYED FOR A LONGER PERIOD UNDER THE FOLLOWING CIRCUMSTANCES**

1) We have reason to believe that a check you have deposited will not be paid; 2) You deposit checks totaling more than \$5,000 on any one day; 3) You deposit a check that has already been returned before as unpaid; 4) You have overdrafted your account repeatedly in the last six months; 5) There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available not later than the second business day after the day of your deposit, yet we reserve the right to invoke an exception and delay the deposit longer if needed. If you have a question regarding the availability of a deposit, you should check with your credit union branch office.

**SPECIAL RULES FOR NEW ACCOUNTS** - If you are a new member, the following rules will apply during the first 30 days your account is open:

The first \$5,000 from a deposit of US Treasury checks will be available on the day of deposit if received by 3 p.m. Any excess over \$5,000 will not be available until the ninth business day after the day of your deposit.

Funds from deposits of cash, wire transfers, and the first \$5,000 of check deposits will be available on the business day received provided they are received by 3 p.m. and are made payable to you. The excess over \$5,000 will be available on the ninth business day after deposit.

## TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES

Listed below are descriptions of the types of share accounts we offer. Dividend rates, fees and transaction limitations are also listed. Except as specifically described, the following disclosures apply to ALL credit union share accounts. Share Certificate Account terms are not listed in this disclosure but are available from your branch office.

**Rates.** Share accounts at the Credit Union are variable rate accounts and the dividend rates and annual percentage yields listed may change monthly as determined by the Credit Union's Board of Directors. Dividends are paid from current income and available earnings after required reserve transfers. The dividend rates and annual percentage yields are prospective rates and yields that we anticipate paying for the dividend period. The Board of Directors will not declare a dividend on the share accounts of any member having caused a loss to the Credit Union through bankruptcy or otherwise.

**Compounding and Crediting.** Dividends are compounded daily and paid to the account monthly using the daily balance method, which applies a daily periodic rate to the balance in the account each day. The dividend period for all accounts is monthly beginning on the first calendar day of the month and ending on the last calendar day of the month. Dividends will be posted to accounts on the first day of the month for the previous month.

**Dividend Accrual.** Dividends will begin to accrue on deposits on the business day that the deposit is made to the account. If you close your account before dividends have been credited, accrued dividends will not be paid. Accounts will not accrue a dividend for any day that the account balance drops below the minimum balance requirement.

**Account Transfers.** Funds in any share account will not be automatically transferred to a Share Draft Account to cover incoming checks or scheduled Bill Payer payments. You must call your branch office, the Electronic Teller or CU OnLine to initiate such a transfer **prior** to your checks being presented for payment or **prior** to your Bill Payer payment date.

**Right Of Set-Off.** We reserve the right to set-off negative balance or delinquent loan conditions from any share account except an Individual Retirement Account.

**Minimum Balance Closure.** We reserve the right to close accounts that have less than the minimum balance for a period greater than 30 days.

**PRIMARY SHARE ACCOUNT** - (S1) Required Account  
Current Dividend Rate: See enclosed addendum.  
Current Annual Percentage Yield: See enclosed addendum.  
Minimum Balance Requirement: \$5.00

Fees: \$5.00 exit fee charged upon account closure, \$5.00 early closure fee upon account closure within 180 days of opening, \$25.00 inactivity fee charged prior to closing account pursuant to state abandoned property laws, generally after 3 years of inactivity and no response to communication sent to account holder, \$1.50 per month low balance service fee if the account balance is below \$25.00 on the last day of each calendar month and no other account relationship has been established, such as a Share Draft Account, Loan or VISA account. (Members under 18 years of age will not be charged a low balance service fee.) See Fees and Service Charges listed under Share Draft Account (SDA) - S4  
Limitations: No transaction limitations apply to this account.

**SECONDARY SHARE ACCOUNTS** - (S2, S3, and/or S7)  
Current Dividend Rate: See enclosed addendum.  
Current Annual Percentage Yield: See enclosed addendum.  
Minimum Balance Requirement: \$5.00

Fees: See Fees and Service Charges listed under Share Draft Account (SDA) - S4  
Limitations: No transaction limitations apply to these three share accounts.

**CLUB ACCOUNTS** - (S5 Vacation Club and S6 Christmas Club)  
Current Dividend Rate: See enclosed addendum.  
Current Annual Percentage Yield: See enclosed addendum.  
Minimum Balance Requirement: \$5.00

Fees: There are no fees that apply to club accounts.  
Limitations: We will automatically withdraw the funds in the Vacation Club account on the last business day in April and will automatically withdraw the funds in the Christmas Club account on the last business day in October. If you have a Share Draft Account with us, these funds will be transferred to your Share Draft Account. If you do not have a Share Draft Account with us, you will be mailed a check.

You must contact us in advance of the designated transaction date if you have special instructions for the dispersal of these funds. You may call throughout the year for withdrawals from your Club Accounts up to a limit of three per year. If these limits are exceeded, the Credit Union may close your Club Account.

**INDIVIDUAL RETIREMENT ACCOUNT (IRA)**  
**Traditional IRA** - (S8)  
Current Dividend Rate: Available from your branch office.  
Current Annual Percentage Yield: Available from your branch office.  
Minimum Balance: \$5.00

**Roth/Roth Conversion IRA** - (S10/S11)  
Current Dividend Rate: Available from your branch office.  
Current Annual Percentage Yield: Available from your branch office.  
Minimum Balance: \$5.00

To open the account: You must complete an IRA application. An IRA disclosure will be provided with your application.

Fees: There are no fees that apply to the IRA.

**HEALTH SAVINGS ACCOUNT (HSA) - (S12)**  
Current Dividend Rate: Available from your branch office.  
Current Annual Percentage Yield: Available from your branch office.  
Minimum Balance: \$5.00.  
Fees: There are no fees that apply to the HSA.

To open an account: You must complete an HSA application. An HSA disclosure will be provided with your application.

**MONEY MARKET SHARE ACCOUNT (MMSA) - (S9)**  
Current Dividend Rate: Available from your branch office for total daily balance between \$2500 and \$49,999.99 and total daily balance of \$50,000 and up.  
Current Annual Percentage Yield: Available at your branch office for total daily balance between \$2500 and \$49,999.99 and total daily balance of \$50,000 and up.  
Minimum Balance: \$2.500

We reserve the right to close MMSA's that have less than the minimum balance for a period greater than 30 days.

Fees: See Fees and Service Charges listed under Share Draft Account (SDA) - S4  
Limitations: Up to six (6), but no more than six (6), telephone or electronic transfers will be allowed on the MMSA per calendar month. There are no restrictions on the number of transfers that can be made by mail, in person or made to repay loans. There are no restrictions on the number of deposits, cashier's checks or cash withdrawals that may be made, provided such withdrawal is made directly to you. You must maintain a minimum daily balance of \$2,500 to obtain the disclosed annual percentage yield.

## SHARE DRAFT ACCOUNT (SDA) - (S4)

### Agreement:

- 1) we will pay share drafts signed by you or one of your joint owners and the payments will be charged against your SDA or your Overdraft Protection Line-of-Credit (L9);
- 2) only share draft blanks and other methods approved by us may be used to withdraw funds from your SDA;
- 3) we are not obligated to pay a share draft which exceeds the balance in your SDA; we may, however, add the amount of the overdraft to your (L9) up to the loan limit approved and subject to the terms of your open-end loan agreement. We are not obligated to pay a share draft more than six months old. You agree that such additions to your (L9) will be for provident consumer purposes;
- 4) except for negligence, we are not liable for any action we take regarding the payment or non-payment of a share draft;
- 5) if your SDA becomes overdrawn due to our payment of one or more of your share drafts, we may transfer funds from another account to cover the overdraft. You understand that the credit union will not automatically transfer funds from another share account to cover share drafts you have written;
- 6) any objection to any items shown on a statement of your SDA will be waived unless made in writing to us on or before the sixtieth (60th) day following the day the statement is mailed;
- 7) all non-cash payments received on shares in your SDA will be credited subject to final payment;
- 8) the use of your SDA is subject to service charges in accordance with rate schedules adopted by TruGrocer Federal Credit Union from time to time;
- 9) we are authorized to recognize any of the signature(s) on your SDA application in the payment of funds or the transaction of any business for your account. The joint owners of your account agree with each other and you that all sums now paid in on shares and hereafter paid in on shares by any or all joint owners are and shall be owned by them jointly, as joint tenants, and are subject to the withdrawal or receipt by any of them. Payment to any of them or the survivor or survivors shall discharge us from any liability for such payment;
- 10) our authority under this agreement may not be changed or terminated by you, except by written notice to us, which will not affect any prior transaction;
- 11) in the event we issue a plastic card to facilitate the use of our programs, the signature(s) on your SDA application indicate your request for the issuance of such a plastic card. This card would be used for identification and to facilitate share and/or borrowing transactions;
- 12) The joint owners on the SDA have the same rights as you, including but not limited to, the right to close the account.

### Fees and Service Charges:

Service Charge.....	\$0.00 per account
Stop Payment Order or Stop Payment Order Renewal.....	\$12.50 per draft
Copy of Draft.....	\$1.00 per draft
Copy of Statement.....	\$2.00 per statement
Return Mail Special Handling.....	\$2.00 per undeliverable mail
Returned Draft or Automated Clearing House (ACH) Item.....	\$25.00 per draft
Overdrawn Draft or Automated Clearing House (ACH) Item if Paid by Credit Union ...	\$25.00 per draft
ATM/POS/Debit Card.....	\$0.00 per year, per card
Account Reconciliation.....	\$7.00 per hour (waived if CU error)
Carbon Copy Drafts, per box.....	varied, depending on style
ATM Transaction.....	\$0.00 per transaction
POS Transaction.....	\$0.00 per transaction
MASTERCARD Debit Transaction.....	\$0.00 per transaction
CU OnLine.....	\$0.00 per account
Bill Payer.....	\$5.00 per month up to 10 payments with each additional payment costing \$0.40

A currency conversion assessment of 0.2% of the amount of the transaction will be applied to MASTERCARD ATM/POS/Debit card transactions that are converted from foreign currencies to U.S. dollars. A cross-border assessment of 0.8% of the amount of the transaction will be applied to MASTERCARD/ATM/POS/Debit cards cross-border transactions, excluding transactions initiated in U.S. territories or at U.S. military bases in foreign countries.


The price of the carbon copy drafts will vary depending upon the style ordered. The charges will be posted to your account on the last day of the month in which you receive your order. The actual amount will be identified on your monthly statement.

**Share Draft Blanks:** Only share draft blanks and other methods approved by us may be used to withdraw funds from your Share Draft Account.

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

**Limitations:** We are not obligated to pay a share draft more than six months old and we are not obligated to pay a share draft which exceeds the balance in the Share Draft Account, although we may do so from time to time. If we pay share drafts and overdraw your Share Draft Account, the \$25.00 service fee will still be charged. You may protect your account against overdrafting by applying for an overdraft protection line-of-credit. If approved, we will add overdrafts to your overdraft protection line-of-credit up to your credit limit. If you exceed your credit limit or the account is past due, the \$25.00 service fee will apply. **We will not automatically transfer funds from another share account to pay drafts you have written.**

If your account becomes overdrawn, we may set-off the negative balance by transferring funds from your other share accounts without prior notice.




# Just for you

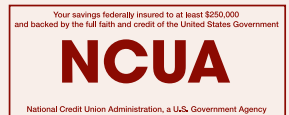
## Electronic Fund Transfers, Funds Availability, Truth-In-Savings, Privacy and Account Agreement Disclosures

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