

Business Account Agreement

Effective March 13, 2017

This document, and any other documents we give you, constitutes an agreement between you and the credit union. Please review this information carefully. If you open and keep an account with us, you agree to these terms and conditions, and any amendments that may be made from time to time.

NOTICE OF AMENDMENTS. We reserve the right to change the terms of this agreement. We will notify you of any changes in terms, rates, or fees as required by law.

DEFINITIONS. "You" or "your" refers to any signer on an account. "CapEd," "CapEd Credit Union," "Credit union," "we," "our," or "us" means Capital Educators Federal Credit Union.

ADDRESS, E-MAIL, AND PHONE NUMBER CHANGES. It is your responsibility to notify us if your address, e-mail, or phone numbers change. You may notify us of a change either in writing or through eBanking.

ATM/DEBIT/CREDIT CARD USE. You are responsible for any transactions conducted by you or anyone you give permission to use your card, even if he or she is not an owner of the account and the transaction is more than you authorized.

BUSINESS USE. You agree that this account will be used principally for business purposes.

CHECK CLEARING. We may pay your checks in any order we choose.

ELECTRONIC DELIVERY OF STATEMENTS. In order to receive electronic delivery of your statements, the following minimum requirements must be met: Internet connection, current email address, PDF viewer (such as Adobe Reader), and a CapEd eBanking account.

FACT ACT NEGATIVE REPORT DISCLOSURE. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

INTERNATIONAL ATM TRANSACTIONS. When withdrawing cash at an ATM outside the U.S., funds will be withdrawn from your checking account when the ATM system does not offer you a choice between savings and checking.

NAME CHANGES. We require legal documentation of your name change. You must provide us with a marriage license, divorce decree, driver's license (with the name changed), or other legal proof of your name change.

OVERDRAFT PROTECTION. If the business has a line of credit account and funds in the checking account are not sufficient to cover transactions presented for payment, we will transfer available funds from the line of credit attached to the business checking account to cover the transaction, even if a signer initiated the transaction and is not a signer on the line of credit. If no funds are available on the line of credit or no line of credit account exists, we may transfer available funds—up to Regulation D limits, if they apply—from any savings account owned by the business to cover the transaction, even if an account signer initiated the transaction and is not a signer on the savings account. If you have other accounts you would like to use as overdraft protection or would like funds transferred differently, you may make a request to us in writing.

PERSONAL IDENTIFICATION NUMBER (PIN) SECURITY. CapEd will never ask you for your PIN, either orally or in writing.

PROVISIONAL CREDIT. Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the Originator of the entry) shall not be deemed to have paid you the amount of such entry.

REGULATION D TRANSFER LIMITS. Reg D imposes a six transfer/withdrawal limit on certain types of savings accounts, which includes the following types of transactions: preauthorized or automatic withdrawals; telephone transfers; and transfers initiated by personal computer to another account at the same credit union or to a third party during a calendar month. Transactions not included in the six transfer/withdrawal limit include: Credits to an account; transfers from a credit union account to the same credit union for purposes of repaying loans and associated expenses; and transfers or withdrawals you make in person, through an ATM, by mail, by messenger, or by telephone (which results in the mailing of a check to you). If you request more than six Reg D transfers during a calendar month (including automatic transfers from savings to checking) we are prohibited from making the transfer. Your checking account will be charged overdraft or insufficient fund fees to pay or return items not covered by a transfer of funds or an overdraft plan.

REMOVING SIGNERS.

The business owner may remove signers from the savings accounts by completing a new signature card and returning any debit cards issued to the signers back to the credit union.

REPAYMENT OBLIGATION. If you have any outstanding financial obligation of any kind that is owed to us, whether caused by you or another with access to your account, that balance will be subject to applicable collection and legal fees, which will be your responsibility to pay.

RIGHT OF REFUSAL. We may refuse to accept any check or negotiable instrument that is not drawn on CapEd Credit Union.

SHARED BRANCHING. To use our shared branching service, your account must be open must remain in good standing. We reserve the right to revoke this service on accounts that are not in good standing.

USA PATRIOT ACT DISCLOSURE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. WHAT THIS MEANS FOR YOU. When you open an account, we will ask for all signer names, addresses, dates of birth, and other information that will allow us to identify them. We may also ask to see driver's licenses or other identifying documents.