

Understanding Your Account

Terms and Conditions Electronic Transfers - Funds Availability - Truth in Savings



NOTRE DAME
FEDERAL CREDIT UNION
P.O. BOX 7878 NOTRE DAME, IN 46556

TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws of the state of Indiana (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variations by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variation from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" means the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

BYLAWS - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from your account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the following business day that we are open.

WITHDRAWALS - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS ACCOUNTS - Earnings in the form of interest, dividends, or credit will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

STOP PAYMENTS - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstances, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60 day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

ACCOUNT TRANSFERS - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

Our right to repayment arising under this section does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

RESTRICTED LEGENDS - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

PLEDGES - Unless we agree otherwise in writing, each owner of this account may pledge all or any of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us, or as adopted in New York if that has not adopted UCC 4A. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. **If you authorize a merchant to electronically debit your share draft/checking account, the transaction will be an electronic funds transfer that is subject to this Electronic Funds Transfer Disclosure and Agreement.** You should keep this notice for future reference.

Internet Banking/Home Banking - The term "Electronic Fund Transfers" includes Internet Banking/Home Banking.

Direct Deposits - You may make arrangements for certain direct deposits to be accepted into your Checking or Share Savings account(s).

Preauthorized Withdrawals - You may make arrangements to pay certain recurring bills from your Checking or Share Savings account(s).

Touch-Tone Teller Telephone Transfers- types of transfers - You may access your account by telephone 24 hours a day at (574) 239-7400 or 1-800-535-6611 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to share savings
- transfer funds from share savings to checking
- transfer funds from share savings to share savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to share savings
- make payments from checking to loan accounts with us
- make payments from share savings to loan accounts with us
- get information about:
 - the account balance of checking account(s)
 - the last 20 deposits to checking account(s)
 - the last 20 withdrawals from checking account(s)
 - the account balance of share savings account(s)
 - the last 20 deposits to share savings account(s)
 - the last 20 withdrawals from share savings account(s)

ATM Transfers - STAR and Cirrus Networks - types of transfers and charges- You may access your account(s) by ATM using your ATM or Check card and personal identification number, to:

- make deposits to checking account(s) with an ATM or Check card
- make deposits to share savings account(s) with an ATM or Check card
- get cash withdrawals from checking account(s) with an ATM or Check card
 - you may withdraw no more than \$100.00 per day
- get cash withdrawals from share savings account(s) with an ATM or Check card
 - you may withdraw no more than \$100.00 per day
- transfer funds from share savings to checking account(s) with an ATM or Check card
- transfer funds from checking to share savings account(s) with an ATM or Check card
- transfer funds from line of credit to checking account(s) with an ATM or Check card
- make payments from checking account(s) with an ATM or Check card to Notre Dame Federal Credit Union
- get information about:
 - the account balance of your checking account(s)
 - with an ATM or Check card
 - the account balance of your share savings account(s)
 - with an ATM or Check card

Some of these services may not be available at all terminals.

ATM Fees - When you use an ATM **not owned by us**, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. 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 us at (574) 239-6611 or 1-800-522-6611 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits, you will get a quarterly statement from us.

Types of ATM/Debit Card Transactions - You may access your Checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

CHARGES FOR ELECTRONIC FUND TRANSFERS

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized withdrawals from any type of account. Except as indicated elsewhere, we do not charge for electronic fund transfers.

RIGHT TO DOCUMENTATION

- **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- **Direct Deposits.** 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 us at (574) 239-6611 or 1-800-522-6611 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits, you will get a quarterly statement from us.
- **Periodic Statement.**
 - You will get a monthly account statement from us for your Checking accounts.
 - You will get a monthly account statement from us for your Share Savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

- **Right to Stop Payments and Procedures for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
 - We will charge you \$20.00 for each stop payment order you give.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, when the amount would fall outside certain limits that you set.)
- **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments 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.

OUR LIABILITY

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 or 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 line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- (6) There may be other exceptions stated in our agreement with you.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- (1) where it is necessary for completing transfers;
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

UNAUTHORIZED TRANSFERS

Tell us **AT ONCE** if you believe any of your cards and/or codes have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your ATM card without your permission. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Check Card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by Visa, or to commercial cards. Visa is a registered trademark of Visa International Service Association. Do not keep your ATM Personal Identification Number (PIN) with your card or even in the wallet or purse holding your card. Doing so may affect your liability.

If you do not tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you can 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.

If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

ERROR RESOLUTION

In case of errors or questions about your electronic transfers, call or write us at the telephone number or the address listed in this brochure, 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 the 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.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction other than foreign-initiated transfers) 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 to put your complaint or questions 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 three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

NOTRE DAME FEDERAL CREDIT UNION

ATM/VISA CHECK CARD DEPARTMENT - SUPPORT SERVICES, P.O. BOX 7878, NOTRE DAME, INDIANA 46556
Business Days: Monday through Friday (Excluding Federal Holidays) Phone: (574) 239-6611 or 1-800-522-6611
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to all transaction accounts.

Our policy is to make funds from your deposits available to you on the first business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made 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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for type of check that you deposited.

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 after the day of your deposit. 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 after we receive your deposit.

If we are not going to make all the funds from your deposit available on the first business day after we receive your deposit, 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 premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communication 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 no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. Under certain circumstances we will not make the funds available until the eleventh business day after the day of your deposit. If we do so, we will notify you in writing.

This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

OTHER INFORMATION ABOUT VISA CHECK CARD FOREIGN TRANSACTIONS

All transactions including purchases and cash withdrawals made in foreign currencies will be debited in U.S. dollars. A fee of 1% will be imposed on all foreign transactions including purchases, cash withdrawals, and credits to your account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate is effective for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

TRUTH IN SAVINGS DISCLOSURE

SHARE SAVINGS ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance required to open this account is \$5.00.

You must maintain a minimum daily balance of \$300.00 in your account each day to obtain the disclosed annual percentage yield.

You must maintain a minimum daily balance of \$300.00 in your account to avoid a monthly service fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a monthly service fee \$3.00 for that month. This fee will not apply to accounts for minors (persons under 18 years of age). This fee is waived if the account holder has direct deposit or is a member of Golden Shamrock, Member Emeritus, is currently a student enrolled in the University of Notre Dame, Saint Mary's College or Holy Cross College, or has another account with NDFCU.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction. No more than three of the six transfers may be made by draft or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Par value of a share:

The par value of a share in this account is \$5.00.

SHARE DRAFT/CHECKING ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

DIRECT SHARE DRAFT/CHECKING ACCOUNT

Rate Information:

The dividend rate and the annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance to open this account is \$1,500.00.

You must maintain a minimum daily balance \$0.01 in your account each day to obtain the disclosed dividend rate and annual percentage yield. If your balance drops below \$1,500.00 you will be subject to a monthly fee but you will continue to earn dividends.

Minimum balance service fee:

You must maintain a minimum daily balance of \$1,500 in your account to avoid a monthly service fee. If during any month, your account balance falls below the minimum required daily balance, your account will be subject to a monthly service fee of \$10.00 for that month.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

PREMIER SHARE DRAFT/CHECKING ACCOUNT

Rate Information:

Tier 1 - The Tier 1 dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Tier 2 - The Tier 2 dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Tier 3 - The Tier 3 dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance to open this account is \$10,000.00. Balances below \$10,000 do not earn any dividends.

Tier 1 - You must maintain a minimum daily balance of \$100,000.00 to obtain the disclosed Tier 1 dividend rate and annual percentage yield on the entire balance.

Tier 2 - If during any month, your account balance falls below \$100,000.00 but above \$25,000.00, the dividend rate and annual percentage yield for that day will be the disclosed Tier 2 dividend rate and annual percentage yield on the entire balance.

Tier 3 - If during any month, your account balance falls below \$25,000.00 but above \$9,999.99, the dividend rate and annual percentage yield for that day will be the disclosed Tier 3 dividend rate and annual percentage yield on the entire balance.

Minimum Balance Service Fee:

You must maintain a minimum daily balance of \$10,000.00 in your account to avoid a monthly service fee. If during any month, your account balance falls below the minimum required daily balance, your account will be subject to a monthly service fee of \$7.00 for that month.

Effect of Closing an Account - If you close this account within one year of the opening date there is a \$25.00 charge. You will be paid any dividends earned through the closing date.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

MEMBERS CHOICE MONEY FUND ACCOUNT

Rate Information:

Tier 1 - The Tier 1 dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Tier 2 - The Tier 2 dividend rate and the annual percentage yield will equal the dividend rate and annual percentage yield for a Share Savings Account on that day.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance to open this account is \$15,000.00

Tier 1 - You must maintain a minimum daily balance of \$15,000.00 in your account each day to obtain the disclosed Tier 1 dividend rate and annual percentage yield.

Tier 2 - If during any month, your account balance falls below the minimum required daily balance on any day, the dividend rate and annual percentage yield for that day will be the disclosed Tier 2 dividend rate and annual percentage yield for a Share Savings Account on that day.

Minimum Balance Service Fee:

You must maintain a minimum daily balance of \$15,000.00 in your account to avoid a monthly service fee. If during any month, your account balance falls below the minimum required daily balance, your account will be subject to a monthly service fee of \$7.00 for that month.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

MONEY MARKET ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by draft or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

CHRISTMAS CLUB SAVINGS ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance required to open this account is \$5.00.

You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by draft or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

IRA SAVINGS ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by draft or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

SHARE CERTIFICATE

Rate Information - The dividend rate on your term share account is _____% with an annual percentage yield of _____%. You will be paid this rate until first maturity.

Compounding frequency - Unless otherwise paid, dividends will be compounded every _____.

Crediting frequency - Dividends will be credited to your account every _____.

Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

Dividend period - For this account type, the dividend period is _____.

Minimum balance requirement:

The minimum balance required to open this account is \$ _____.

You must maintain a minimum daily balance of \$ _____ in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

Time requirements - Your account will mature _____.

Early withdrawal penalties (a penalty will be imposed for withdrawal before maturity)-

- If your account has an original maturity of one year or less:
 - The penalty we may impose will be the greater of:
 - seven days dividends on the amount withdrawn, or
 - an amount not to exceed 90 days worth of dividends **whether earned or not.**
- If your account has an original maturity of more than one year:
 - The penalty we may impose will be the greater of:
 - seven days dividends on the amount withdrawn, or
 - an amount not to exceed 180 days worth of dividends **whether earned or not.**

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

Non-automatically renewable account - This account will not automatically renew at maturity. If you do not renew the account, your funds will be placed in a dividend-bearing account.

COMMON FEATURES

Bylaw Requirements:

You must complete payment of one share in your Share Savings account as a condition of admission to membership.

If the balance in your Share Savings account falls below the par value of one share, and you do not increase the balance to at least the par value of one share within the dividend period of the reduction, you may be terminated from membership at the end of the dividend period in which the dividend period elapses.

Transaction limitation - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Funds.

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Transfer Fee	-----	\$3.00	This fee will be charged for each overdraft transfer and will be applied against your checking account(s).		
Check Printing	-----	Fee depends on style of checks ordered	Copy of Check	-----	\$5.00
Dormant Account Fee After 12 Months of Inactivity	-----	\$5.00 per month	Verbal Telephone Transfer Fee/Balance Inquiry	-----	\$2.50
Official Check	-----	\$5.00	Safe Deposit Boxes		
Travelers Checks	-----	\$1.50 to \$2.00 per \$100.00	3 x 5	-----	\$25.00
Tax Levy/Court Ordered (Levy) Garnishment/Withholding	-----	\$50.00 each	5 x 5	-----	\$40.00
Monthly Service Fee (Share Savings)-	-----	\$3.00	3 x 10	-----	\$45.00
Return Deposit Item Fee	-----	\$10.00	5 x 10	-----	\$55.00
Nonsufficient Funds Item (Each)	-----	\$32.00	10 x 10	-----	\$75.00
Account Research	-----	\$20.00 per hour	Access at ATMs We Do Not Own Operate	-----	\$2.00 per access
Account Balancing Assistance	-----	\$20.00 per hour	Temporary Counter Checks	-----	\$0.25 each item
Statement Copy	-----	\$5.00	Replacement Plastics - Credit, Check & ATM Cards	-----	\$5.00 each
Stop Payments (All Items)	-----	\$28.00	Foreign Currency		
Domestic Wire Transfer			Delivered in 3 - 4 days	-----	\$25.00 each order
Incoming	-----	\$15.00	Delivered in 5 - 7 days	-----	\$15.00 each order
Outgoing	-----	\$20.00	Redemption of Foreign Currency	-----	\$15.00 each order
International Wire Transfer			Fax Transmissions	-----	\$1.00 each
Incoming	-----	\$15.00	Photocopy	-----	\$2.00
Outgoing	-----	\$40.00	Check Card Foreign Currency Transaction Fee	-----	1% of Transaction Amount
Foreign Deposit Processing Fee (except Canadian)	-----	\$30.00	Escheated Account Processing Fee	-----	\$50.00
Return Mail Fee	-----	\$5.00			

YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

SHARE SAVINGS ACCOUNT

Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was _____% with an annual percentage yield of _____% on your account.

SHARE DRAFT/CHECKING ACCOUNT

Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was _____% with an annual percentage yield of _____% on your account.

DIRECT SHARE DRAFT/CHECKING ACCOUNT

Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was _____% with an annual percentage yield of _____% on your account.

PREMIER SHARE DRAFT/CHECKING ACCOUNT

Last declared dividend rate:

Tier 1 - As of the last dividend declaration date, if your daily balance was \$100,000.00 or more, the dividend rate paid on the entire balance in your account was _____%, with an annual percentage yield of _____%.

Tier 2 - As of the last dividend declaration date, if your daily balance was more than \$24,999.99, but less than \$100,000.00, the dividend rate paid on the entire balance in your account was _____%, with an annual percentage yield of _____%.

Tier 3 - As of the last dividend declaration date, if your daily balance was more than \$9,999.99, but less than \$25,000.00, the dividend rate paid on the entire balance in your account was _____%, with an annual percentage yield of _____%. Balances below \$10,000.00 do not earn dividends

MEMBERS CHOICE MONEY FUND ACCOUNT

Last declared dividend rate:

Tier 1 - As of the last dividend declaration date, if your daily balance was \$15,000.00 or more, the dividend rate paid on the entire balance in your account was _____%, with an annual percentage yield of _____%.

Tier 2 - As of the last dividend declaration date, if your daily balance was more than \$0.00, but less than \$15,000.00, the dividend rate paid on the entire balance in your account was _____%, with an annual percentage yield of _____%.

MONEY MARKET ACCOUNT

Last declared dividend rate:

Tier 1 - As of the last dividend declaration date, if your daily balance was \$50,000.00 or more, the dividend rate paid on the entire balance in your account was _____%, with an annual percentage yield of _____%.

Tier 2 - As of the last dividend declaration date, if your daily balance was more than \$24,999.99, but less than \$50,000.00, the dividend rate paid on the entire balance in your account was _____%, with an annual percentage yield of _____%.

Tier 3 - As of the last dividend declaration date, if your daily balance was more than \$9,999.99, but less than \$25,000.00, the dividend rate paid on the entire balance in your account was _____%, with an annual percentage yield of _____%.

Tier 4 - As of the last dividend declaration date, if your daily balance was more than \$2,499.99, but less than \$10,000.00, the dividend rate paid on the entire balance in your account was _____%, with an annual percentage yield of _____%.

Tier 5 - As of the last dividend declaration date, if your daily balance was more than \$99.99, but less than \$2,500.00, the dividend rate paid on the entire balance in your account was _____%, with an annual percentage yield of _____%.

CHRISTMAS CLUB SAVINGS ACCOUNT

Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was _____% with an annual percentage yield of _____% on your account.

IRA SAVINGS ACCOUNT

Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was _____% with an annual percentage yield of _____% on your account.

SHARE CERTIFICATE

Maturity notice - Your _____ account will mature on _____ and it will automatically renew unless you prevent it. The new maturity date will be _____. The dividend rate and annual percentage yield that will apply to your _____ account if it is renewed have not yet been determined. That information will be available on _____. After that date, you may call the credit union during regular business hours at (574) 239-6611 or 1-800-522-6611 to find out the dividend rate and annual percentage yield that will apply to your account if it is renewed.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following information should be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM or Check Card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). **Protect your ATM or Check Card as though it were cash.** Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, **don't** keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM or Check Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.



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