

Here is your December, 2011 edition of  
**CLARK COUNTY CREDIT UNION'S EXCELLENT**



*This document contains all the governing factors affecting how we do business with you. To be fully informed about your account, we advise that you be familiar with each section, as this is our business contract with you – our member – as controlled by multiple state and federal government entities.*

## MEMBERSHIP DISCLOSURES AND ACCOUNT AGREEMENT

This Agreement covers your rights and our rights and everyone's responsibilities concerning accounts the Clark County Credit Union offers. In this Agreement, the words "you" and "yours" means anyone who signs a signature card. The words "we", "us" and "our" mean the Credit Union. The word "account" means a number assigned to you by the Credit Union. The word "suffix" means the types of accounts you open under a particular account number such as a checking, more money, or certificate etc. A signature card is required for each account number assigned to you. The signature card will govern all suffix(s) opened under an account number. By signing a signature card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, Signature Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying or included in this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

### NOTICE OF AMENDMENTS

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

#### 1. Membership:

In applying for membership with Clark County Credit Union, you understand that a minimum fifty dollar (\$50.00) initial deposit into a regular savings suffix is required, and that a minimum \$50.00 must remain in the savings suffix at all times to maintain active membership in good standing and that you must be eligible for membership by being a direct family member (related by blood, marriage, or adoption) of a current member of Clark County Credit Union or by virtue of employment in one of the Credit Union's approved Select Employer Groups or by being or becoming a sponsor of KNPR radio in Las Vegas.

#### 2. Membership Eligibility:

You authorize us to check your account, credit and employment history and obtain reports from third parties, including credit-reporting agencies to verify your eligibility for the account and service you request. We will verify and record information that identifies each person who opens an account or is added to an account as a joint owner. When you open an account we will ask for your name, address, date of birth and other information that will allow us to establish your identity. We are required to have a physical address; you may use a P O Box for mailing purposes only. We will require two forms of identification. One item must be a non-expired government issued ID (driver's license, passport or military ID). We will obtain a credit report, verify with E-funds and perform a Social Security Number verification using the information you provide. We will have you complete a W-9 Request for Taxpayer Identification Number and Certification.

#### 3. Ownership:

**Individual Accounts** – An account owned by one member is an individual account. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or In Trust For (ITF) beneficiary. The account is subject to other provisions of the Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

**Rights of Survivorship (Multiple Party Account or Joint Account)** – A multiple party is an account owned by two or more persons. A multiple party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by the deceased owner, even if a surviving owner did not consent to it.

**Control of Multiple Party Accounts** – By signing the signature card you become an owner of this account. As an owner of this account you hereby agree with each other and with Clark County Credit Union that all sums deposited in this account are and shall be owned by you jointly with right of survivorship and subject to the withdrawal or receipt of any one of you and payment to any one of you shall be valid and discharge Clark County Credit Union from liability for such payment. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction except as regularly recorded in account statements. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act. In most cases the Credit Union will not remove an owner from an account.

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

#### 4. Trust Account Designation:

As an owner of an account you may designate a beneficiary by completing an "Application for Trust Account." This designation is an instruction to Clark County Credit Union to make funds payable to a surviving beneficiary after the last account owner dies. The instruction is subject to provisions of the Agreement governing our protection for honoring transfer and withdrawal request of an owner or owner's agent prior to notice of an owner's death and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any trust beneficiary shall not apply to Individual Retirement Accounts (IRAs), which are governed by a separate beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

#### 5. Accounts for Minors:

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

#### 6. Deposit of Funds Requirements:

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

**Endorsements** – We may accept checks, drafts and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners, even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both we may process the check, draft or item as though it is payable to either person. If a check or draft requires an endorsement as set forth on the back of the check or draft, we may require an endorsement as set forth on the item. If a check is made payable to a person other than an owner on the account, we may require an account owner to endorse the check.

**Collection of Items** – We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at non-staffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We will not process items that can only be handled on a collection basis. This would include but is not limited to foreign items. We will not process items drawn on an institution located outside the United States.

**Restrictive Legends** – Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft paid contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**Final Payment** – All items or Automated Clearing House (ACH) transfers credited to your

account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer. See the Funds Availability Policy Disclosure (Regulation CC), located in this booklet, for additional information.

**Direct Deposits** – We may accept preauthorized deposits (e.g., payroll checks, Social Security or retirements checks, or other government checks) or preauthorized transfer from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account we may deduct the amount returned from any of your accounts, unless prohibited by law.

**Check 21** – Clark County Credit Union uses Check 21 to process all checks deposited into your account or used to make a payment. Check 21 allows Financial Institutions to send checks electronically to other Financial Institutions by converting them to electronic files. Once your transaction has been completed we are unable to return your original check(s). Check 21 does not verify the authenticity of a check. You are responsible for any items that you deposit into your account.

**Crediting of Deposits** – Our policy is to make funds from your cash and check deposits available to you immediately on the day we receive your deposit. However, since “Availability of Funds” is not a guarantee that the item you deposited has been paid, we reserve the right of recourse on any item returned unpaid against your account. In some cases, we will not make all of the funds that you deposit by check available to you immediately. See the Funds Availability Policy Disclosure (Regulation CC), located in this booklet, for additional information.

**Counterfeit Money** – Clark County Credit Union will only be responsible for currency given out at the time of the transaction. Members and non-members are responsible for verifying all cash before the completion of their transaction. Any bill that is presented for deposit at Clark County Credit Union, and deemed as a potential counterfeit, will be sent to the United States Secret Service for Verification.

#### 7. Account Access:

- a. **Authorized Signature** – Your signature on the signature card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check that appears to bear your facsimile signature even if an unauthorized person made it. You authorize us to honor transactions initiated by a third party person to which you have given your account number, even if you do not authorize a particular transaction.
- b. **Access Options** – You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney that we reasonably conclude is invalid, unreliable or has been revoked.
- c. **Two Signatures Required** – You may request that a savings account be set up two signatures required. You will not be able to cash checks, get cash back from deposits, or make withdrawals without both parties present. We will not set up a checking account with two signatures required and we will not allow ATM access on two signatures required. To remove the two signatures required restriction from an account both parties need to be present and sign an authorization or a new signature card.
- d. **Credit Union Examination** – We may disregard any information on any check, other than the signature of the drawer, the amount and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

#### 8. ACH and Wire Transfers:

Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, will be subject to such provisions of the Uniform Commercial Code in the state of Nevada. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account.

We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account.

We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure.

We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

Payment orders we accept will be executed within a reasonable time of receipt but not necessarily on the date they are received. If a request for a fund transfer, payment order, cancellation or amendment is received after a cutoff time; it may be treated as having been received on the next fund transfer business day. Information about any cutoff time is available upon request.

From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction.

When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account and identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

#### 9. Postdated and Stale-dated Checks:

We may pay any check without regard to its date unless you notify us of a postdating or stale-dated check. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the check, including the exact number, date and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. We are not responsible if you give us an incorrect or incomplete description or untimely notice. You may give us an oral or written notice and this is effective for six (6) months and must be renewed in written form. You agree not to deposit checks or other items before they are properly payable. We are not obligated to pay checks drawn on your account, which are presented more than six (6) months past the check date.

#### 10. Account Rate and Fee:

We pay account earnings and assess fees against your account as set forth in the Truth-In-Savings Disclosure and Membership Plans and Fee Schedule. We may change the Truth-In-Savings Disclosure and Membership Plans and Fee Schedule at any time and will notify you as required by law.

#### 11. Transaction Limitations:

- a. **Withdrawal Restrictions** – We will pay checks, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may pay checks, permit withdrawals and make transfers only if your account has sufficient available funds to cover the full amount of the withdrawal or if you have an established overdraft protection plan with Clark County Credit Union. Check or other transfer or payment orders, which are drawn against insufficient or uncollected funds, may be subject to a service charge set forth in the Membership Plans and Fee Schedule. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the item. If there are sufficient or available funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient or available funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time.
- b. **Transfer Limitations** – See the Regulation D (Share Savings Transfer Limits), located in this booklet, for additional information.

#### 12. Certificate Accounts:

Any time deposit, term certificate or certificate of deposit account allowed by state law is subject to the terms of this Agreement, the Truth-In-Savings Disclosure and the account receipt for each account, the terms of which are incorporated herein by reference.

#### 13. Overdraft Liability:

If on any day, the available funds in your checking and/or savings suffix are not sufficient to pay the full amount of a check, transaction, or other items posted to your account plus any applicable fee (overdraft) we may pay or return the overdraft. The Credit Union's determination

of an insufficient available balance may be made at any time between presentation and the Credit Union's deadline with only one (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. ATM and Debit Card transactions will be denied at point of request if there are not available funds in the account when the request is made.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amounts in accordance with our overdraft procedures or an overdraft protection plan you have with us. We do not have to notify you if your account does not have funds to cover checks, fees or other posted items. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

- a. **Overdraft Transfer from Savings** – It is the Credit Union's policy to transfer funds from another account and/or suffix to cover checks drawn on insufficient funds (not to exceed Regulation D limitations). See Regulation D (Share Savings Transfer Limits), located in this booklet, for additional information. The fee for overdraft transfers, if any, is set forth in the Membership Plans and Fee Schedule. This Agreement governs all transfers except those governed by agreements for loan accounts.
- b. **Overdraft Protection Plan** – If we have approved an overdraft protection plan for your account, we will honor checks drawn on insufficient funds by transferring funds from your Overdraft Protection Line of Credit. In most cases we will not exceed the predetermined Line of Credit. But if we do, you agree to pay the balance due in full plus interest.
- c. **Order of Payments** – Checks, transactions or other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, or item and execute other transactions on your account in any order we choose. The order in which we process checks, or items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or process transfers and withdrawals.

#### 14. Stop Payment Orders:

- a. **Stop Payment Request** – You may request a stop payment order on any check drawn on your account. To be binding, an order must describe the account and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.
- b. **Duration of Order** – A stop payment order is effective for six (6) months and must be renewed in writing. We will not notify you when a stop payment order expires.
- c. **Liability** – Fees for stop payment orders are set forth in the Membership Plans and Fee Schedule. You may not stop payment on any Credit Union official check, cashier's check, teller's check or any other check or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owners, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

#### 15. Credit Union Liability:

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. If we exercise ordinary care in our actions or non-actions consistent with applicable state law, Federal Reserve regulations and operating letters, Clearing House rules, and general banking practices followed in the area we serve. You grant us the right in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

#### 16. Checks Presented For Payments In Person:

We may refuse to accept any check drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check and we shall have no liability for refusing payment.

#### 17. Remotely Created Checks:

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

#### 18. Credit Union Lien and Security Interest:

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union except for obligations secured by your residence, unless prohibited by applicable law. All accounts are non-assignable and non-transferable to third parties.

#### 19. Legal Process:

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

#### 20. Levies and Garnishments:

We must comply if served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena, or other legal process relating to your account. We may charge a legal process fee and may assess this fee against any account you maintain with us, including the account that is subject to the legal process. Levies and garnishments are subject to our right of offset and security interests.

#### 21. Account Information:

We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

#### 22. Notices:

**Name or Address Changes** - You agree to notify us of any change in your name, address or employment. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address and may require any other notice from you to us be provided in writing. For a name change we may require an updated Signature Card as well as an updated W-9 form. If we mail anything to you and the USPS sends the mail back to us stating that it is an incorrect address or cannot be delivered for any reason, we may block your account, ATM and/or Debit Card, online banking and Cue Phone access. We may impose a service fee as set forth in the Membership Plans and Fee Schedule.

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

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

**Electronic Notices** - If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

#### 23. Taxpayer Identification Numbers and Backup Withholding:

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends,

interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

#### 24. Statements:

- a. **Contents** – You will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For checking suffixes, you understand and agree that your original check, when paid, becomes property of the Credit Union and may not be returned to you. But copies may be retained by us and made available upon your request. Fees for copies of checks are set forth in the Membership Plans and Fee Schedule. You understand and agree that statements are made available to you on the date they are mailed to you.
- b. **Examination** – You are responsible for promptly examining each statement and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within thirty (30) days of the date we sent the statement to you, we will not be responsible for your loss (excludes Reg E Transactions). We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.
- c. **Member Liability** – You are responsible for reporting any funds credited to your account in error. These funds will be deducted from your account as soon as the error is recognized. We may charge this against any account you maintain with us. If this overdraws your account you will have thirty (30) days to cover the negative balance, otherwise further legal action will be taken.
- d. **Notice to Credit Union** – You agree that the Credit Union's lack of the retention of checks does not alter or waive your responsibility to examine your statement or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.
- e. **Delivery** – You may receive your statement in paper form or electronically through home banking.

#### 25. Electronic Statement (eStatement):

If you sign up for eStatement you will no longer receive a monthly printed statement for your account in the mail. You will receive an e-mail each month usually by the fifth (5<sup>th</sup>) working day of the month to notify you that your eStatement is available for viewing. It is your responsibility to provide a valid e-mail address to the Credit Union in order to receive the monthly notice. You are responsible for examining your eStatement and reporting any irregularities the same as with a paper statement. Clark County Credit Union is not obligated to verify that you are receiving the eStatement notification or that you are accessing your eStatement. You may withdraw your consent to receiving an eStatement at any time by contacting a Member Service Representative at (702) 228-2228, option 6 or (800) 748-6885.

In order to receive and review your eStatement you will need:

A valid CCCU Home Banking login – you cannot access eStatements without logging in to Home Banking. If your Home Banking login is suspended for cause, CCCU will un-enroll you in eStatements and you will receive monthly printed statements in the mail.

Access to the Internet and an Internet Browser.

Adobe Reader is optional but will allow you to view and save .pdf files of your eStatement.

It is your responsibility to maintain the proper equipment and software that will enable you to view print and save your statements. The Credit Union can terminate your eStatement access and revert you to printed, mailed statements for any reason any time. The terms outlined above may be altered or amended by CCCU from time to time. In such an event, CCCU shall send a notice to your e-mail address that you provided to us to receive your monthly eStatement notice. Any continuation of the service after CCCU provides a notice of change will constitute your agreement to such change.

#### 26. Inactive Accounts (Dormant):

If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Membership Plans and Fee Schedule, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we will charge a service fee as set forth in the Membership Plans and Fee Schedule for processing your inactive account. We are not required to notify you prior to charging the fees. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have not had any other sufficient contact with you within the period specified by Nevada state law, the account will be presumed to have been abandoned. Funds

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

#### 27. Special Account Instructions:

You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe may expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require written authorization of you or any account owner for account changes, such as adding or closing an account or service.

#### 28. Termination of Account:

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; (8) failing to fund the account within thirty (30) days after receiving approval of application; (9) providing incorrect or misleading information when opening the account; (10) we reasonably deem that you have become abusive, profane, or aggressive towards any of our employees or members. or (11) your account balance falls below the required \$50.00 balance. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

#### 29. Termination of Membership:

You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

#### 30. Death of Account Owner:

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

#### 31. Unlawful Internet Gambling and Other Illegal Activities:

You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or service for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

#### 32. Severability:

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

#### 33. Enforcement:

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

#### 34. Governing Law:

This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, other laws including applicable principles of contract law, and regulations of the state of Nevada and local Clearing House rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

#### 35. Negative Information Notice:

We may report information about your loan, share, or deposit accounts to credit bureaus and to E-Funds. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report as well as with E-Funds.

**CHECKING AGREEMENT**

**If you have authorized the Credit Union to establish a “Checking Suffix” The Credit Union is authorized to pay checks signed by you or by any owners of the account.**

It is agreed that:

- a. Only check blanks and other methods approved by the Credit Union may be used to withdraw funds from the checking suffix.
- b. The Credit Union is under no obligation to pay a check(s) that exceeds the fully paid and collected balance in the checking suffix. However, the Credit Union may pay such check and transfer funds to the checking suffix in the amount of the resulting overdraft plus any fees from any other account or suffix from which you are eligible to withdraw funds. The Credit Union is under no obligation to pay checks that are more than six months old.
- c. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check.
- d. Any objection regarding any items shown on a monthly statement of the checking suffix shall be waived unless made in writing to the Credit Union on or before the thirtieth (30) day following the day the statement was mailed (excludes Reg E transactions).
- e. Non-cash payments received on deposit in the checking suffix will be credited subject to final approval. See the Funds Availability Policy Disclosure (Regulation CC), located in this booklet, for additional information.
- f. The checking suffix shall be subject to service charges in accordance with the fee schedules as set forth in the Membership Plans and Fee Schedule.
- g. The use of the checking suffix is subject to such terms, conditions, and requirements as the Credit Union may establish from time to time.

**REGULATION D**

**Savings Transfer Limits**

Regulation D is a federal regulation that places certain limits on the number of transfers or withdrawals members can make from their non-transactional suffixes. It affects all Savings and More Money suffixes. Regulation D allows for up to six (6) aggregate withdrawals, overdraft protection transfers, electronic funds transfers/automatic withdrawals (EFT/ACH), debit card transactions, home banking, telephone or facsimile transfers per month.

An unlimited number of withdrawals or transfers are permitted when:

- Made in person at the credit union
- Made by a mailed letter request
- Made using an ATM
- Made by the member to pay a loan the member has with the credit union

*Please note: Federal Reserve Regulation D is a directive of the federal government, not of Clark County Credit Union.*

**Which transactions count towards the limit?**

Type of Transaction	Does it count towards limit of 6?
Overdraft transfer from Savings to cover Checking transaction <i>(i.e. checks or debit card transactions)</i>	Yes
Outgoing wire transfer request not made in person	Yes
Electronic or paperless debit/withdrawal from savings from a third party <i>(i.e. credit card, utilities, gym membership, etc.)</i>	Yes
Transfer from Savings to Checking via Online Banking or CUE Phone	Yes
Transfer from Savings to Checking with Phone Representative	Yes
Transfer of funds with a teller at a branch	No
Transfer of funds from Savings to make a loan payment	No
ATM withdrawal or transfer	No
Direct deposits into Savings Accounts	No

*deposits or transfers to your savings account are unlimited*

**What if my account has reached its Regulation D limit?**

Additional withdrawals or transfers can be made in person, by mail, or at an ATM and not impact your Regulation D limit. However, transaction requests that count towards the Regulation D limit that occur after the limit is reached will not be allowed, may be returned as unpaid, and will incur an Excessive Transaction Fee.

**If an account used for Overdraft Protection has reached its Regulation D limit, will overdraft requests be honored?**

If the source used for overdrafts is a Savings or More Money suffix the request will not be honored. In that case, the item will be returned as non-paid and an Excessive Transaction Fee will be incurred for each overdraft request.

If the source used for overdrafts is an Overdraft Line of Credit or Visa card, Regulation D does not apply and your overdraft requests will be honored. If you do not have an Overdraft Line of Credit or CCCU Visa card, contact us at (702) 228-2228, Option 3 to apply.

**Why did I receive an Excessive Transaction Fee? I wrote the check last month.**

Regulation D limitations do not refer to the date a check was written; limits are based upon the date the check clears your account. If you wrote a check on April 30 but it clears your account May 3, it counts as a May transaction – not April.

**If I have authorized a merchant to automatically withdraw payments from my Savings Suffix, do these count against my monthly limit?**

Yes. These payments (also known as ACH or EFT transactions) are subject to Regulation D limitations. Any withdrawals attempted beyond your monthly limit will not be honored and you will incur an Excessive Transaction Fee for each attempt. To avoid this situation consider contacting the merchant to have the automatic payment made from your checking suffix.

**Tips to avoid Regulation D Limits:**

- Set up your pre-authorized payments or automatic withdrawals to be taken out of your checking suffix, which is not subject to Regulation D.
- Set up your overdraft protection to access an Overdraft Line of Credit instead of your savings suffix.
- Limit transfers from your savings by making planned transfers in larger amounts instead of several small transfers.
- Use an ATM to transfer funds within your account.
- Use CU@nywhere, Mobile Phone Banking or CUE Phone to monitor your accounts frequently to plan your transfers and control the movement of your money.

Regulation D, also known as the Reserve Requirements of Depository Institutions, is a federal regulation that limits automated withdrawals from non-transactional accounts. It ensures that financial institutions maintain adequate reserves for the funds on deposit. For more information about this and other regulations, please visit the Federal Reserve web site: (<http://www.federalreserve.gov/bankinforeg/reglisting.htm>)

**REGULATION E**

**Electronic Fund Transfer Agreement and Disclosures**

In this Agreement and Disclosure the words “you” and “your” means each and every applicant who applies for or uses electronic services, which are subject to the terms of this Agreement. The terms “we,” “us,” “our,” “CCCU” and “Credit Union” refer to Clark County Credit Union. The term “VISA Debit Card” and “ATM Card” refers to a plastic card issued to you in connection with your checking and/or savings account at Clark County Credit Union. The term “PIN” refers to your personal identification number. It will be needed to activate your VISA Debit card and your ATM card for ATM transactions. **FOR YOUR PROTECTION, THE PIN SHOULD NEVER BE WRITTEN ON THE CARD.** The term Cue Phone refers to the Credit Union’s automated telephone response system. You will need a separate “PIN” to access Cue Phone. The term “EFT” refers to Electronic Fund Transfer.

**1. What this Agreement Covers:**

This Regulation E Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services affecting your account. An electronic fund transfer is a transfer of funds initiated through an electronic terminal, telephone, computer or magnetic tape that instructs Clark County Credit Union to either credit or debit your account. The following disclosure sets forth your and our rights and responsibilities concerning electronic funds transfers.

This Agreement describes and covers the use of:

- Visa Debit Card
- ATM Card
- Cue Phone - Telephone Response System
- Direct Deposit
- Pre-Authorized Debits
- Electronic Check Conversions
- Bill Payer
- Transfer of Funds between Accounts and/or Suffixes

**2. Acceptance of Agreement:**

Use of a card issued to you by us, or use of any of our electronic services, constitutes your acceptance of all the terms, conditions, and provisions of this Agreement. You agree as follows:

- To abide by the rules and regulations, as we may amend them from time to time, relating to the use of the VISA Debit card, ATM card.
- We may follow all instructions given to an ATM machine by a cardholder.
- All cards issued to you by CCCU will remain the property of the Credit Union and you agree to surrender the Card(s) to the Credit Union upon request.
- The personal identification number (PIN) issued to you is for security purposes. You should understand the PIN is to be kept confidential and should not be disclosed to third parties or recorded on the card.
- You agree to indemnify and hold us harmless from any costs or damages, which we sustain as a result of carrying out your instructions in a reasonable manner.
- All deposits are subject to Clark County Credit Union’s Funds Availability Disclosure (Regulation CC), located in this booklet.

**A. Visa Debit and/or ATM Card**

Your VISA Debit card will permit participating merchants and financial institutions to withdraw directly from your Credit Union checking suffix for purchases or cash advances made by you.

You may use your VISA Debit card or ATM card in our automated teller machines (ATMs) and such other machines or facilities as we may designate to make withdrawals from your checking or savings suffixes.

**Limitation on Dollar Amounts and Number of Transactions:**

- No more than one thousand dollars (\$1,000.00) cash may be withdrawn from accepting ATM machines each day. We reserve the right to change this amount when ever we deem it appropriate or necessary. Amounts that may be withdrawn at ATMs may vary from machine to machine.
- You may purchase up to twenty-five hundred (\$2,500.00) of goods or services each day at point of sale merchants or terminals to be deducted from your checking suffix. If we allow you to use your card for more than your current checking suffix balance, you still agree to pay the full amount you owe us.
- When you have authorized a transaction for a purchase from a participating merchant and VISA has accepted it, an account hold in the amount of the transaction(s) will reduce your account limit eligibility until the transaction(s) clear your account.
- Please refer to Regulation D (Saving Transfer Limits) of this agreement for additional information.

**Account Posting Procedure:**

Because of the servicing schedule and processing time required in an ATM operation, there may be a delay between the time a transaction takes place and when it is credited or debited to your account. The date the transaction is credited or debited to your account is known as the posting date. For dividend calculation and every other purpose, the posting date will be the effective date of any transactions.

**Liability for Lost or Stolen Card(s):**

If you believe your VISA Debit card or ATM card has been lost or stolen or that someone has used it or may use it to transfer money from your account without your permission, inform us at once. Telephone is the best way of keeping possible losses down. Our telephone number is (702) 228-2228 or if after hours, call (866) 238-5312. If you do not inform us, you could lose all the money in your account (plus maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your card (code) without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your card (code), and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.00. VISA Debit purchases have a maximum liability for unauthorized transactions of \$50.00.

If your statement shows transactions or transfers that you did not make, tell us at once. If you do not report the loss within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the time we can prove that we could have stopped someone from accessing the money if you had told us in time. If a good reason, such as an extended hospital stay, kept you from informing us, the time period will be extended.

**Right to Receive Documentation:**

You will receive a receipt at the time you use the Automatic Teller Machine (ATM) or point-of-sale (POS) terminal or merchant. Review it to make sure it is correct and keep all receipts to check against your monthly statement.

You will be provided a monthly statement unless there are no transactions in a particular month. You will receive a statement at least quarterly.

**Refusal to Honor Debit and/or ATM Card:**

Though your checking account and/or savings accounts may have a balance sufficient to cover a requested card withdrawal, electronic terminals, merchants, financial institutions and others who accept your card may not be responsible for the refusal of any merchant, bank, credit union or ATM to honor your card or complete a withdrawal from your account, or for their retention of your card.

**Responsibility for Debit and/or ATM Card:**

You are responsible for all ATM and VISA Debit card transactions made by you or anyone else to whom you give your card and/or PIN. Use of your secret code (PIN) by any person other than you will constitute prima facie evidence that you authorized that use. (Your card number on any transaction will constitute your signature.) This responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but at your request, we will invalidate the card from further use. Your obligation to pay continues even though an agreement, divorce decree, or other judgment (to which we are not a party) may direct you or one of the other persons responsible to pay the account.

**VISA Debit Card Use:**

Our VISA Debit card permits a debit or charge to be made directly to your checking suffix at Clark County Credit Union. To authorize a purchase or cash disbursement, you present the VISA Debit card to a participating merchant or financial institution, which prepares a sales draft, withdrawal form or other document authorizing a charge against your account. When

you sign the sales draft, withdrawal form, or other document, or give your Card number to a merchant on the phone, you authorize the Credit Union to debit your checking suffix for the amount of the card transaction when received.

When effecting a card transaction:

You acknowledge the Credit Union will not return the original copy of the sales draft, withdrawal form, or other document to you. However, the Credit Union will provide adequate identifying information on your periodic statement.

You waive the right to stop payment on any charge against your checking suffix resulting from a VISA Debit card transaction.

You agree not to exceed available funds in your account(s).

**Tips for Using Your VISA Debit or ATM Card:**

It is your responsibility to maintain your card and Personal Identification Number (PIN) in a secure manner. Here are some simple rules to help protect yourself from unauthorized use of your card:

- Do not write your Personal Identification Number on your card or any other material carried near or with your card.
- Never let anyone else use your card.
- Never tell anyone your Personal Identification Number.
- Never let anyone watch you enter your PIN at an ATM machine.
- Contact CCCU immediately if your card and/or PIN are lost or stolen.
- Always keep any receipts you receive until you have verified the charges against the statement we mail you.

**Never throw away your receipts where another person may gain access to your account numbers, such as in an ATM machine wastebasket.**

**Notice Regarding ATM Fees by Others:**

If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine, by CCCU and/or by an Automated Transfer Network.

**B. Cue Phone – Telephone Response System**

You may use the Credit Union's automated telephone response system Cue Phone; a separate Cue Phone (PIN) will be assigned to you. You must use your Cue Phone (PIN) along with your account number to access your account. At the present time you may use Cue Phone to do the following:

- Obtain balance information for your savings, checking and loan products
- Transfer funds between suffixes
- Withdrawal from your savings or checking (checks will be payable to the primary member and will be mailed to the address of record)
- Make loan payments from your savings or checking
- Determine if a particular item has cleared
- Verify the posting of a payroll or deposit

Your account can be accessed by Cue Phone twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries you may make in any one (1) day. Transfers from a savings suffix will be limited per Regulation D. Please refer to Regulation D (Saving Transfer Limits) of this agreement for additional information.

The Credit Union reserves the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, or lower an account below a required balance. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds as well.

**C. Preauthorized EFT's - Direct Deposit and Debits:**

You may arrange for the direct deposit of your net pay and Government Recurring Payments (Social Security, Veterans Administration, Military Retirement, etc.). There is no limit on the number of direct deposits.

Upon instructions, we will pay certain recurring debits from your savings and/or checking suffix. Limitations may apply see Regulation D (Savings Transfer Limits) in this booklet for additional information.

**Right to Stop Payment of Preauthorized EFT's - Debits**

If you have made arrangements with us to make a regular payment or withdrawal from your account, you can stop any of these payments by following these directions: You can call us at (702) 228-2228 or write us at P.O. Box 36490, Las Vegas, Nevada 89133-6490. You must contact us in time for us to receive your request three (3) 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 submit to us within fourteen (14) business days after your call. If we require you to confirm your oral request in writing and you fail to do so, your original oral request will terminate in fourteen (14) business days after it is made. You are required to notify the company you initiated the transfer through in writing to cancel the payment. The EFT information must be described with accuracy, otherwise the Credit Union will not be liable for not acting on

your stop payment order. There will be a charge for each stop payment order you give us at the rate then in effect. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. This does not include pre-authorized drafts from businesses other than Clark County Credit Union.

#### Right to Receive Documentation:

You must authorize your pre-authorized debits in writing. We will give you a copy of the authorization for your records upon request. If you pre-authorize regular transfers from your account we will not send you any special notice that the transfer has been made other than to enter it on your monthly statement. If you have arranged to have a direct deposit made to your account and you do not receive a receipt (such as a pay stub) you may contact the Credit Union for verification. During regular business hours you may call (702) 228-2228 (Option 6) or write to us at P.O. Box 36490, Las Vegas, NV 89133-6490, to see when these authorized transfers or direct deposits have been made. A fee may be charged for this service as set forth in the Membership Plans and Fee Schedule. You will be provided a monthly statement unless there are no transactions in a particular month. You will receive a statement at least quarterly.

#### D. Electronic Check Conversions

If you pay for something with a check you may authorize your check to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You authorize the electronic transaction through the merchant; either expressly in writing, or the authorization is implied by a sign posted at the merchant that the conversion will occur.

#### E. Bill Pay

Bill Pay allows you to make payments to a third party from your checking suffix. To use Bill Pay you must become a registered user of Online Banking (Internet). Once you have access to your checking suffix online, you may register for Bill Pay. Please thoroughly read "Bill Payment Frequently Asked Questions" located under the "Bill Payment" section of Home Banking. This section will explain in detail how to use Bill Pay. (Also see "Electronic Bill Payment Disclosure" located in this booklet for additional information).

#### F. Transfer of Funds between Accounts

For all savings accounts, no more than six (6) preauthorized, automatic, or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month. If you exceed these limitations, your account may be subject to a fee or be closed. (See "Regulation D Savings Transfer Limits" for additional information).

#### 2. In Case of Errors or Questions about Your Electronic Transfers:

Call us at (702) 228-2228 or write to us at P.O. Box 36490, Las Vegas, NV 89133-6490 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

Your letter should include:

- Your name and account number.
- Description of the error or transfer you are unsure about. (Explain as clearly as you can why you believe there is an error or why you need more information.)
- The dollar amount of the suspected error.

If you tell us orally we may require you to send the complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within twenty (20) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. VISA Debit purchases require provisional credit within five (5) business days.

For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to provisionally credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was not an error you will be sent a written explanation within three (3) business days after the investigation is finished. You may ask for copies of documents used in the investigation.

#### 3. Fees and Charges for Debit and/or ATM Card:

You agree to pay charges and fees, according to our fee schedule, which may be assessed for the following services:

- Replacement Cards/PINs
- Excessive ATM withdrawals

- Copies of sales drafts, statements or account histories
- Non-sufficient Funds Transactions
- Stop Payments

#### 4. Business Days:

Our business days are Monday through Friday, except for holidays. Our hours of conducting business will be posted in the lobby at each branch as well as on our website.

#### 5. Information to Disclose:

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

- When it is necessary to complete a transaction.
- In order to verify the existence or condition of your account for a third party, such as a credit reporting agency or merchant.
- In order to comply with a government agency or court order.
- If you give us written permission.

#### 6. Liability for Failure to Make Transactions:

If we do not properly complete a transaction according to your Agreement with us, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If through no fault of ours, your account does not contain enough money to make the transaction.
- If the ATM where you are making the transaction does not have enough cash.
- If the system was not working properly and you knew about the outage when you started the transaction.
- If the money in your account is subject to legal process or other claims.
- If circumstances beyond our control, such as a flood, fire, electrical failure or malfunction of a central data processing facility prevents the completion of a transaction.
- If the transfer would exceed the credit limit on your overdraft line, if any.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If your account is "blocked" because your PIN or Card has been reported lost or stolen.
- If your monthly transfer limits under Regulation D have been reached.
- If the magnetic strip on the back of your card has been damaged.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant you must contact the merchant directly. We are not responsible for investigating such errors.
- If your account is blocked due to a "Bad Address" or other account restrictions.
- If there are other exceptions established in an Agreement with us.

#### 7. Termination:

We may, at our option, terminate this Agreement under the following conditions:

- Upon adverse re-evaluation of your creditworthiness
- Upon default or failure to satisfy the terms of this Agreement
- At your option, or at our option, for a good cause. (Our decision will be final and binding should we find that good cause exists for terminating this Agreement.) If we terminate your account, you will be given written notice at the address shown for you on our records. You can cancel your account by writing to us at P.O. Box 36490, Las Vegas, NV 89133-6490. Termination will not relieve you of any obligation to repay any sums borrowed.

#### 8. Change of Name, Address, and Employment:

You agree to notify us of any change in your name, address, phone number or employment. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address and may require any other notice from you to us be provided in writing. For a name change we may require an updated Signature Card as well as an updated W-9 form. If we mail anything to you and the USPS sends the mail back to us stating that it is an incorrect address or cannot be delivered for any reason, we may block your account, ATM and/or Debit Card, online banking and Cue Phone access. We may impose a service fee as set forth in the Membership Plans and Fee Schedule.

#### 9. Joint Account:

If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any saving, checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to make any transactions permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**10. Change of Terms:**

We shall have the right from time to time hereafter to change the terms and conditions governing the use of the Visa Debit Card, ATM Card, Cue Phone, and Bill Payer. Notice of a change in terms will be provided as required by law. No notice shall be given if the change is necessary to protect the security of the system.

**Funds Availability Policy Disclosure (Regulation CC)****Members' Ability to Withdraw Funds at Clark County Credit Union:**

Our policy is to make funds from your cash and check deposits available to you immediately on the day we receive your deposit. However, "Availability of Funds" is not a guarantee that the item you deposited has been paid. CCCU reserves the right of recourse on any item returned unpaid against your account. Electronic direct deposits will be available on the day we receive the deposit. At that time, you can withdraw funds in cash and/or we will use the funds to pay checks that you have written. For determining availability of your deposits, every day is a business day except Saturdays, Sundays and State or Federal holidays. If you make a deposit before close of business 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 close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. For our business hours and holiday schedule, please refer to our website at [www.cccuiv.org](http://www.cccuiv.org) or call us at (702) 228-2228.

**Longer delays may apply:**

In some cases we will not make all of the funds that you deposit by check available to you immediately on the day we receive 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. The first \$200.00 of your deposit, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available immediately we will notify you at the time you make your deposit. We will also tell you when the funds will be available, as well as this information is printed on your receipt. 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 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 would be available.

Additionally, 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.
- You deposit checks/cash using an ATM. (See Regulation E)
- There is an emergency, such as a failure of computer or communications 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. Funds 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 thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available immediately, 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 immediately on the day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the fifth 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 the deposits of checks drawn on Clark County Credit Union will be available immediately upon receipt of your deposit. Funds from all other checks deposited will generally be available on the seventh business day after the day of your deposit.

If we cash a check for you that is drawn on another institution, 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 the 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 institution, we may make funds from the deposit available for withdrawal immediately, but delay your ability 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 we described elsewhere in this disclosure for the type of check you deposited.

**You are responsible for what you deposit:**

- Counterfeit or fake checks are being used in a growing number of fraudulent schemes. Some of these schemes include:
- Foreign lottery scams
- Check overpayment scams
- Internet auction scams

- Rental schemes
- Sudden riches scams
- Love losses scams
- Secret shopper scams

If the funds are made available to you on a check you've deposited, we do not guarantee that the check is not a fraudulent or counterfeit check. You are responsible for any funds you withdraw against a check until we confirm that the funds have been deposited in your account.

Clark County Credit Union uses Check 21 to process all checks deposited into your account or used to make a payment. Check 21 allows Financial Institutions to send checks electronically to other Financial Institutions by converting them to electronic files. Once your transaction has been completed we are unable to return your original check(s). Check 21 does not verify the authenticity of a check. You are responsible for any items that you deposit into your account.

It is best not to rely on money from any type of check unless you know and trust the person you're dealing with. Forgeries can take weeks to be discovered and untangled. Counterfeit checks are printed with the names and addresses of legitimate financial institutions. Even though the institution may be real, the check can still be a fake.

For more information on how to protect yourself, and on the schemes mentioned above, call us at (702) 228-2228, visit [fakechecks.org](http://fakechecks.org), or the Federal Trade Commission at [ftc.gov](http://ftc.gov).

**Substitute Checks and Your Rights**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. 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 check.

**What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account incorrectly (for example, if you think that we withdrew the wrong amount from your account, or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and any fees that were charged as a result of the withdrawal (for example, non-sufficient funds fee).

The amount of your refund under this procedure is limited to the amount of your loss, or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account is an interest-bearing account) within ten (10) business days after we receive your claim and the remainder of your refund (plus interest if your account is an interest-bearing account) not later than forty five (45) calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and was posted to your account, please contact us at:

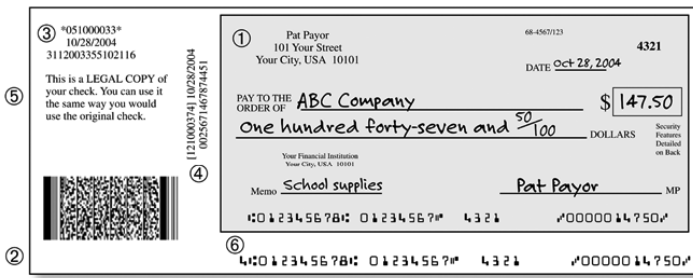
Clark County Credit Union  
P. O. Box 36490  
Las Vegas, NV 89133-6490  
Or, call (702) 228-2228, Option 6

You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the account statement showing that the substitute check was posted to your account.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the amount of the check, the name of the person to whom you wrote the check, and the date the item was paid by Clark County Credit Union.





1. An image of the original check appears in the upper right-hand corner of the substitute check.
2. A substitute check is the same size as a standard business check.
3. The information in asterisks relates to the "reconverting bank" - the financial institution that created the substitute check.
4. The information in brackets (appears sideways facing check image) relates to the "truncating bank" - the financial institution that took the original check out of the check processing system.
5. The Legal Legend states: *This is a legal copy of your check. You may use it the same way you would use the original check.*
6. The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for a substitute check number to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

**Electronic Bill Payment Disclosure**

The following terms and conditions apply to your use of Bill Pay via Clark County Credit Union Internet Banking. Your use of Bill Pay at Clark County Credit Union constitutes your agreement to these terms and conditions.

**Clark County Credit Union is not liable for any damages you incur**

- if the estimated time allowed for delivery to the payee is inaccurate
- if you provide incomplete or incorrect payee information
- due to delays in mailing delivery
- due to changes of merchant address or account number
- due to the failure of any merchant to account correctly for the payment in a timely manner
- for any other circumstance beyond the control of the Credit Union

**Right to Impress A Lien**

The Credit Union shall have a lien or the right to impress a lien on your shares and deposits for sums due the Credit Union, as set forth in the Membership Disclosures and Account Agreement, under Credit Union Lien and Security Interest.

**General Disclaimer**

Clark County Credit Union hereby disclaims any warranties, endorsement or representations, express or implied, related to any product, service, advertisement or other information contained herein. This includes any content contained, distributed, linked or downloaded from the site. Any products or services from this site are to be used at your own risk, with no obligations or liabilities by Clark County Credit Union. It will be within the sole discretion of Clark County Credit Union to correct any errors or omit any portion of services, products or materials contained herein. This Agreement, any separate instructions, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, the Credit Union shall send notice to you either by mail to your last known address or transmit such notice of the amendment over the On Line Banking service. Your use of Online Banking following the receipt of such notice constitutes acceptance of such amendment. You agree to be bound by and comply with applicable state and federal laws and regulations. These terms and conditions shall be governed by and construed with the laws of the state of Nevada.

**Registering for Bill Pay**

Bill Pay allows you to make payments to a third party from your Clark County Credit Union checking suffix. To use Bill Pay you must become a registered user of Clark County Credit Union Online Banking. Once you have access to your Clark County Credit Union checking suffix you may register for Bill Pay. Please thoroughly read "Bill Payment Frequently Asked Questions" located under the "Bill Payment" section of online banking. This section will explain in detail how to use Bill Pay at Clark County Credit Union.

**Scheduling Bill Payments**

Payments are made either by paper check or electronically by ACH credit. The method employed on any single payment depends on whether the Bill Payment processor has established

an electronic payment relationship with the payee and they are found on the electronic payee database. You may schedule a single payment or recurring payments.

**Bill Payment Amount Limits**

The Bill Payment processor has a payment cap of \$9,999.00, regardless of how the payment is disbursed. The Bill Payment user interface limits the entry of payment amounts greater than this amount.

**Funds Debited from Checking Account**

On the process date that you select, the Bill Payment processor generates an ACH debit (in the amount of the bill payment) to your checking suffix. Your checking suffix will be debited within two business days.

**Processing Date**

To ensure on time posting of your payment the date entered as the processing date for a bill payment must be three (3) business days prior to the due date for electronic payments, and five (5) business days prior to the due date for a payment sent by check. In some cases it can take up to ten (10) business days to reach a payee. Clark County Credit Union is not liable for any service fees or late charges levied against you. You also understand that you are responsible for any loss or penalty that you may incur due to lack of sufficient funds, uncollected funds or other conditions that may prevent the withdrawal of funds from your account.

**Due Date**

Actual date payment is due to payee.

**Payees Receiving Bill Payments**

The payee will be in receipt of payment within three (3) business days for an electronic payment and five (5) business days if the payee is paid by check.

**Bill Payment on Holidays and Weekends**

Bill Pay processes payments on all days excluding Sundays and Federal Reserve Board recognized holidays. In cases where a payment gets scheduled on a Sunday (this can potentially happen on a recurring payment), the payment is processed on the day before (Saturday). If you happen to be setting up the payment on this particular Saturday, the bill payment will be processed on the next banking business day. Also, please note that weekly recurring payments may not be scheduled on Saturdays.

**Non-Sufficient Funds or Uncollected Funds**

If a "non-sufficient funds" or "uncollected funds" condition exists, the ACH debit will be returned via banking channels and an NSF fee will be applied to your checking suffix as set forth in the Membership Plans and Fee Schedule. The ACH return will prompt the system to block your bill payment account, preventing you from making more bill payments until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent.

**Errors in Bill Payments**

If you select an electronic payee address that matches your payment coupon exactly and the Bill Payment processor routes the payment to a different payment center, the Bill Payment processor is responsible for the late charge and will reimburse any payee-imposed late fees, up to \$50.00. If you select an electronic payee with an address that is different from that indicated on the payment coupon, you are responsible for the late charge. You always have the option to manually set up a payee with the (correct) address found on the payment coupon.

**Placing a Stop Payment on Bill Payments**

A payment may be edited or deleted anytime before the payment is processed. Payments remitted electronically cannot be stopped. For paper check payments a stop payment can be initiated after processing. A fee of \$30.00 will be charged to your account for each stop payment by the Bill Payment processor. Contact the Bill Payment processor Customer Support at 1-800-823-7555, Monday through Friday from 7 a.m. to 9 p.m. and Saturday from 8 a.m. to 5 p.m.

**Canceled Check Copy Fee**

The fee to obtain a copy of an online payment sent to a payee in the form of a check is \$4.00.

**Bill Payment Fees**

Each member is able to use the system for ninety (90) days, fee-free. Once that period is up, you will be billed as set forth in the Membership Plans and Fee Schedule. In the event that the funds are not available in your checking suffix on the date a fee is charged, we reserve the right to collect the fee from any non-IRA account on which you are listed as the Owner or Joint Owner. If we are unable to collect the monthly service fee within thirty (30) days, we may terminate your subscription to the Bill Payer service.

**Restrictions**

Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Each payee must appear on the payee list you create with the Credit Union and the account you are paying

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must be in your name. We do not recommend that you use Bill Payer to make payments to a federal, state or local government or tax unit, or to other categories of payees we may establish from time to time.

**Closing Bill Pay Service**

If at any time you decide to discontinue service, you will provide written notification to Clark County Credit Union or contact Clark County Credit Union Member Service at 702-228-2228 option 6. Clark County Credit Union may close your Bill Payer service if you have not had activity for 180 days (6 Months). A fee may be assessed as set forth in the Membership Plan and Fee schedule.

**Authorization**

You authorize Clark County Credit Union to post payment transactions generated by online banking to your account. You understand that you are in full control of your account. If at any time you decide to discontinue service, you will provide written notification to Clark County Credit Union or contact Clark County Credit Union Member Service at 702-228-2228 option 6.

Whew. Well, there it is. If you actually read all of this, you are an amazing individual. We are glad to have you as a member of Clark County Credit Union. There is just one more item we wish you to be aware of: The Clark County Credit Union Privacy Notice. See final page.

## What does Clark County Credit Union do with your personal information?

**Why?**

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

**What?**

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

- Social Security number and account transactions
- Payment history and account balances
- Credit history and checking account information

**How?**

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

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

## Who we are and what we do

**Who is providing this information?**

Clark County Credit Union

**How does Clark County Credit Union collect my personal information?**

We collect your personal information, for example, when you:

- open an account or use your credit or debit card
- apply for a loan or give us your contact information
- make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing to nonaffiliates to market to you

**What happens when I limit sharing for an account I hold jointly with someone else?**

Your choices will apply to everyone on your account

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include nonfinancial companies, such as auto brokerage services

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Clark County Credit Union does not share with nonaffiliates so they can market to you

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include insurance companies and investment securities companies

## To limit our sharing

- **Call (702) 228-2228 – our menu will prompt you through your choices**
- **Mail in the form below**
- **Submit a form through online banking**

**Please note:**

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

## Mail-in form

**Mark if you wish to limit:**

Do not share my personal information with other financial institutions to jointly market to me.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Mail to:**

Clark County Credit Union  
P. O. Box 36490  
Las Vegas, NV 89133-6490



P. O. Box 36490  
Las Vegas, NV 89133-6490