



FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds from any account at Metro Credit Union.

- 1. GENERAL POLICY** — Our policy is to delay the availability of funds from your check and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.
- 2. DETERMINING THE AVAILABILITY OF A DEPOSIT** — When we delay the availability of a deposit the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. The earliest cutoff hour that might apply for deposits made at an ATM that we own or operate is 2:00 p.m. 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 the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

- 3. SAME-DAY AVAILABILITY** — Funds from electronic direct deposits, cash, wire transfers, checks drawn on Metro Credit Union with available funds made payable to you and payroll checks drawn on Metro@work companies will be available on the same business day that we receive the deposit.
- 4. NEXT-DAY AVAILABILITY** — Funds from deposits of U.S. Treasury checks that are payable to you are available on the first business day after the day of your deposit.
- 5. NEXT-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON** — Funds from the following deposits are available by the first business day after the day we receive your deposit, if you make the deposit in person to one of our employees:
 - Commonwealth of Massachusetts and local government checks that are payable to you
 - Cashier's, certified, traveler's and teller's checks that are payable to you
 - Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

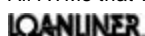
- 6. AVAILABILITY OF OTHER CHECK DEPOSITS** — The first \$200.00 from a deposit of other checks will be available by the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$200.00 of the deposit will be available by Tuesday. The remaining \$500.00 will be available by Wednesday.
- 7. HOLDS ON OTHER FUNDS** — If we cash a check for you that is drawn on another financial 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 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 financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.
- 8. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
 - We believe a check you deposit will not be paid.
 - You deposit checks totaling more than \$5,000.00 on any one (1) day.
 - You redeposit a check that has been returned unpaid.
 - You have overdrawn your account repeatedly in the last six (6) months.
 - There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, Commonwealth of Massachusetts and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the fifth calendar day after the day of your deposit.

- 10. DEPOSITS AT NONPROPRIETARY ATMS** — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the second business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.





ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Metro Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or Membership Application for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

1. EFT SERVICES — You may conduct one (1) or more of the EFT services offered by the Credit Union.

a. Metro ATM. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, SUM, NYCE, and PLUS networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan (Courtesy Pay Plus) in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from this type of transaction. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

The following limitations on Metro ATM transactions may apply:

- You may withdraw up to a maximum of \$500.00 in any one (1) day, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$1,500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- Make loan payments.
- Make loan payments from your savings, checking, or money market account.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. VISA Debit Card. If approved, you may use your card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your Checking account. For one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan (Courtesy Pay Plus) in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transaction. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

You may use your card and personal identification number (PIN) in ATMs of the Credit Union, SUM, NYCE, and PLUS networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your card without a PIN for certain transactions on the Visa, Visa ATM, NYCE, SUM, and PLUS networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network. Please refer to the Member Liability section of this Agreement for terms and conditions.

At the present time, you may also use your card to:

- Make deposits to your savings, checking, and Money Market accounts.
- Withdraw funds from your savings, checking, and Money Market accounts.
- Transfer funds from your savings, checking, and Money Market accounts.
- Obtain balance information for your savings, checking, loan, and Money Market accounts.
- Access your Overdraft Protection accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa.



The following limitations on VISA Debit Card transactions may apply:

- There is no limit on the number of VISA Debit Card purchases you make per day.
- You may purchase up to a maximum of \$1,500.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$1,500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- Make loan payments from your savings, checking, and Money Market accounts.
- See Section 2 for transfer limitations that may apply to these transactions.
- Unlimited number of transactions per day.

c. Telephone Banking. If we approve Telephone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Telephone Banking to:

- Withdraw funds from your savings, checking, and Money Market accounts.
- Transfer funds from your savings, checking, and Money Market accounts.
- Obtain balance information for your savings, checking, loan, Money Market, and Club accounts.
- Make loan payments from your savings, checking, and Money Market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Obtain information on recent deposits and withdrawals, interest rates and earnings.

Your accounts can be accessed under Telephone Banking via a touch-tone telephone only. Telephone Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Telephone Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking accounts.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 calendar days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 calendar days after it has been made. A stop payment request for preauthorized Electronic Fund Transfers will apply to all subsequent transfers, unless you withdraw the request.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer 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.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. Online Banking. If we approve Online Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Online Banking to:

- Withdraw funds from your savings, checking, and Money Market accounts.
- Transfer funds from your savings, checking, loan, and Money Market accounts.
- Obtain balance information for your savings, checking, loan, IRA, Money Market, Club, and certificate accounts.
- Make loan payments from your savings, checking, and Money Market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

g. Mobile Banking. If we approve Mobile Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Mobile Banking to:

- Withdraw funds from your savings, checking, and Money Market accounts.
- Transfer funds from your savings, checking, loan, and Money Market accounts.
- Obtain balance information for your savings, checking, loan, IRA, Money Market, Club, and certificate accounts.
- Make loan payments from your savings, checking, and Money Market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors. Payee(s) must be set up in online banking prior to using Bill Pay on your mobile device.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

h. Bill Pay. If approved, we will process bill payment transfer requests only to those creditors that you authorize. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$19,999.99, if there are sufficient funds in your account.
- Maximum payment allowed per payee is \$19,999.99 per day.
- The amount of any payment must be equal to or greater than \$1.00 and less than or equal to \$9,999.99.

2. TRANSFER LIMITATIONS — For all savings, Club, and Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund. Participating merchants may not offer a discount to encourage use of your card rather than paying by cash or check.

c. Cash Refunds on Purchases Not Available. We will not make cash refunds on purchases. Any claim or defense for purchases must be handled by you directly with the merchant or other business establishment which accepted your Card. You may not assert disputes you may have with a merchant against us, as, for example, when you believe that the goods or services paid for with your Card were defective, not delivered or not as promised. Any such dispute is solely between you and the merchant, and you must still pay the total amount of the sales draft plus any appropriate charges we may be authorized to make. Any merchant credit vouchers for returns or adjustments will be credited to your designated account when received by us.

d. Foreign Transactions.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

e. Illegal Use Internet Gambling. Your Card and/or Account may not be used for any illegal activity or transaction. Further, you may not utilize your Card and/or Account for the purchase of any goods or services on the Internet that involves gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gambling chips or off-track betting or wagering. However, in the event that a charge is approved and processed, you will be responsible for such charges.

f. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

g. Joint Accounts. 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 savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction 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.

h. Stop Payment of EFTs. Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers; therefore, you should not employ electronic access for purchases and services unless you are satisfied that you will not need to stop payment.

i. Minimum Balance Requirement. A minimum balance of \$5.00 is required in a savings account to obtain a card or access device.

j. Account Rates. The interest rates on accounts on which electronic fund transfers may be made are set forth in the Credit Union's Rate Sheet.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

If a transaction was made with your card or card number without your permission and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in handling your account. For all other unauthorized use involving the loss or theft of your card or access device or if you were grossly negligent in handling your account, your maximum liability for unauthorized use may be up to \$50.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

877-MY-METRO from 9:00 am to 5:00 p.m. Monday through Friday
866-594-6439 (lost/stolen) before or after banking hours and on weekends

or write to:

Metro Credit Union
200 Revere Beach Parkway
Chelsea, MA 02150

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION — Any documentation we provide to you that indicates that an electronic fund transfer was made to another person shall be admissible as evidence of such transfer and shall constitute proof of the transaction which it records.

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 877-MY-METRO.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with a proper government agency summons or request, lawful subpoena or court order;
- To any credit union employee, attorney, auditor, or collection agency for the Credit Union;
- To communicate the terms and history of your account to a consumer reporting agency; and
- If you give us your written permission.

8. BUSINESS DAYS AND HOURS — Our business days are Monday through Friday, excluding holidays. For account inquiries or notices of authorized transactions, contact us during business hours between 9:00 a.m. and 5:00 p.m. on any business day.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for losses or damages proximately caused by our error. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are pledged or held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If any act of God (such as fire, flood, or power failure) prevents the transaction.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If any circumstances beyond our control (such as your willful or negligent use of your card, access code, or any EFT facility for making such transfers) prevent the transaction.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile access device transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- 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 all or any part of the electronic banking services system is unavailable or is not operating, including any point-of-sale (POS) terminal, card authorization terminal or other link in the authorization system;
- If we are legally restricted from transferring the funds in your account.
- There may be other exceptions stated elsewhere in this or another agreement with you or imposed by applicable law. The foregoing is a summary of our liability as provided by federal and state law if we fail to complete transfers. It is provided for your information and is not intended to affect our or your rights under those laws.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears. Call us at:

877-MY-METRO

or write to:

Metro Credit Union
200 Revere Beach Parkway
Chelsea, MA 02150

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error has occurred within ten (10) calendar days after we hear from you and will promptly correct any error including the crediting of earnings, if applicable. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) calendar 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) calendar days, we may not recredit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that an error did not occur, we will deliver or mail to you an explanation of our findings. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Massachusetts, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

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

15. ELECTRONIC FUNDS DISCLOSURE PURSUANT TO UCC4A — We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such a final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

FACTS	WHAT DOES METRO 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Account balances and payment history • Account transactions and checking account information • Credit scores <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Metro Credit Union chooses to share; and whether you can limit this sharing.
Questions:	Contact our Member Service Center, 877-MY-METRO (877-696-3876)

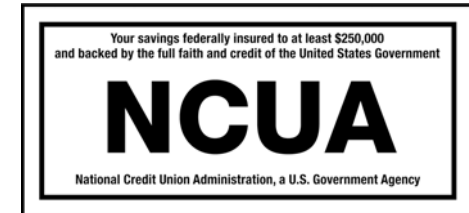
Reasons we can share your personal information	Does Metro Credit Union share?	Can you limit this sharing?
For our everyday business purposes – Such as, to enable us to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes – To offer enhanced products and services to you.	Yes	Yes ¹
For joint marketing with other financial companies	Yes	Yes ¹
For our affiliates' everyday business purposes – Information about your transactions and experiences.	Not Applicable Metro Credit Union does not have affiliates.	
For our affiliates' everyday business purposes – Information about your creditworthiness.		
For our affiliates to market to you		
For non-affiliates to market to you	No	Not Applicable

Who we are ...	
Who is providing this notice?	Metro Credit Union, a cooperative financial institution founded in 1926, headquartered in Chelsea, Massachusetts, servicing members in Essex, Middlesex, Suffolk, Norfolk, Plymouth, Barnstable, or Worcester counties.
What we do ...	
How does Metro Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that are designed to comply with federal law. These measures include computer safeguards and secured files and buildings ² .
How does Metro Credit Union collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or deposit money • Apply for a loan or pay your bills • Use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State law and individual companies may give you additional rights to limit sharing³.</p>
Definitions ...	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Metro Credit Union has no affiliates</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Metro Credit Union does not share information with non-affiliates to market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance companies.</i>
Notes	
<p>(1) Members may choose to not receive or “opt-out” of marketing mailings delivered by electronic mail or the postal service by contacting our member service center (877-MY-METRO)..</p> <p>(2) Metro Credit Union has instituted programs to ensure the security and privacy of personal information with oversight from our management teams.</p> <p>(3) Please refer to the Massachusetts Office of Consumer Affairs & Business Regulation web site for more information: http://www.mass.gov/ocabr/consumer/privacy/ or http://www.mass.gov/ocabr/consumer/banks-banking/</p>	



FEE SCHEDULE for Business Accounts

Account Reconciliation and/or Research, Per Hour	\$25.00
ATM or Debit	
• Per Inquiry.....	\$1.75
• Per Withdrawal, Advance, or Transfer.....	\$1.75
• Point of Sale.....	\$0.50
• Denial Transaction.....	\$0.50
• ATM/Debit Card Replacement.....	\$12.00
• ATM Research Fee.....	Varies
Business Online Banking	FREE
Business Online Bill Pay	FREE
Certified Check	\$10.00
Check Printing and Supplies	\$10.00
Checks Returned	
• Deposited or Cashed on Account.....	\$7.50
• Uncollected Funds.....	\$25.00
• Special Handling.....	\$25.00
Copy of Check	\$15.00
Foreign Check Collection	Varies
Escheat Processing	Varies
Legal Processing	\$28.00
• Government Levy.....	\$50.00
• Trustee Attachment.....	\$50.00
• All Other Legal Service.....	\$50.00
Merchant Credit Card Services	Varies
Metro Sweep – HUB	\$5.00
Money Order	\$3.00
Monthly Maintenance Fee	
• Business Savings Account if Average Daily Balance is less than \$250.00 and there is no associated loan product.....	\$2.50
• Business Money Market Account if Average Daily Balance is less than \$2,500.00 and there is no associated loan product.....	\$10.00
Reproduction of Statements (per statement).....	\$5.00
Official Credit Union Check	\$5.00
Temporary Checks (minimum of 4).....	\$0.25
Night Depository Related Fees	
• Night Depository Bags (Disposable) (per bag).....	\$1.00
• Night Depository Keys (per key).....	\$1.00
Stop Payment	\$25.00
Western Union Fees	Varies
Incoming Wire	\$10.00
Outgoing Wire	\$25.00



This Fee Schedule for all accounts sets forth fees and charges applicable as of February 1, 2012. This schedule is incorporated as part of your account agreement with the Credit Union. Fees subject to change, for current fee schedule please visit metrocu.org.