

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

JAMIE LIGGIO, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

APPLE FEDERAL CREDIT UNION,

Defendant.

Civil Action No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

Plaintiff Jamie Liggio, individually and on behalf of all others similarly situated, complains and alleges as follows based on personal knowledge as to herself, on the investigation of her counsel, and on information and belief as to all other matters:

**INTRODUCTION**

1. This is a civil action seeking monetary damages and restitution from defendant Apple Federal Credit Union (“Apple FCU”), arising from its practices of assessing “overdraft fees” (or “OD Fees”) to consumer deposit accounts that were never even overdrawn, and assessing OD Fees as a result of non-recurring debit card transactions without the informed consent of accountholders.

2. Besides being deceptive, unfair and unconscionable, these practices breach contractual promises that Apple FCU made to all accountholders—namely, that it would charge OD Fees only as a result of transactions that actually overdraw an account and, in the case of one-time debit card transactions, not to charge OD Fees for such transactions absent the account holder’s affirmative, informed, and written consent.

3. In plain, clear, and simple language, the contractual checking account documents promise that Apple FCU will only charge an OD Fee on a transaction that “overdraws the account,” i.e., in the circumstance where there are funds in the account but which are insufficient

to “cover” an authorized transaction, and further promise that Apple FCU will not charge any OD Fees as a result of one-time debit card or ATM transactions absent the accountholder’s prior informed, written consent.

4. Nonetheless, as happened to Plaintiff here, Apple FCU regularly charges OD Fees to its consumer deposit accounts even where they are not overdrawn, and also regularly charges OD fees as a result of one-time debit card transactions even where the accountholder has not provided the requisite consent.

5. Specifically, Plaintiff was repeatedly charged OD Fees on routine transactions, even though, according to the monthly account statements prepared by Apple FCU, *her account balance never went into the negative for the supposed overdraft event*. By definition, then, there were always funds to cover those transactions—yet Apple FCU assessed an OD Fee on them anyway. Moreover, Plaintiff was repeatedly charged OD Fees resulting from one-time non-recurring debit card transactions, even though she never provided Apple FCU the requisite consent necessary to authorize such transactions and to charge OD Fees resulting from them.

6. In short, Apple FCU is not authorized by contract to charge OD Fees on transactions that have not overdrawn an account, or on one-time non-recurring debit card transactions without the account holder’s affirmative, informed consent. But Apple FCU nonetheless has done so and continues to do so, in breach of its contract with its account holders.

7. Plaintiff and numerous other Apple FCU customers have suffered monetary damages from Apple FCU’s practices. On behalf of herself and the putative classes, Plaintiff seeks damages, restitution and injunctive relief for Apple FCU’s breach of contract.

### **JURISDICTION**

8. This Court has original jurisdiction over this putative class action lawsuit pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d)(2) & (6), because the aggregate sum of the claims of the members of each of the putative classes exceeds \$5 million, exclusive of interest and costs, because Plaintiff brings this action on behalf of proposed classes that are each

comprised of over one hundred members, and because at least one of the members of each of the proposed classes is a citizen of a different state than Apple FCU.

9. Pursuant to Section 33 of the Membership and Account Agreement entered into between Apple FCU and the Plaintiff, venue and personal jurisdiction are proper in this district because Apple FCU is located in a county encompassed by this district.

### **PARTIES**

10. Plaintiff Jamie Liggio (“Plaintiff Liggio”) is a natural person who resides in Virginia. Plaintiff Liggio has a personal checking account with Apple FCU, which is governed by Apple FCU’s “standard overdraft practices.”

11. Defendant Apple FCU is a credit union with approximately \$2.4 billion in assets. Apple FCU is one of the six largest credit unions in Virginia. Apple FCU is headquartered in Fairfax, Virginia, and maintains branch locations across the state of Virginia. Apple FCU’s account holders are located primarily in Virginia but, on information and belief, many account holders of Apple FCU reside in surrounding states and the District of Columbia.

12. Plaintiff is informed and believes, and thereupon alleges, that at least one of the members of each of the proposed classes is a citizen of a state other than Virginia or is a citizen of the District of Columbia. Apple FCU’s website makes clear that individuals who reside outside of Virginia are welcomed to join Apple FCU as members, so long as they meet some other criteria. Specifically, Apple FCU accepts as members (1) anyone who “lives, works, volunteers or attends school in” Fairfax County, Frederick County, Prince William County, City of Fairfax, City of Manassas or City of Manassas Park; (2) anyone who is a faculty member, staff member, or student, or the immediate families of the foregoing, of various public schools in counties and cities throughout Virginia and of George Mason University, Northern Virginia Community College, and Shenandoah University; (3) anyone who is in the immediate family of a member or lives with a member; and (4) anyone who works at any of a number of business and

organizations listed on Apple FCU's website.<sup>1</sup> Plaintiff is informed and believes, and thereupon alleges, that numerous individuals who reside outside of Virginia are in fact members of Apple FCU, and that many of those non-Virginia resident members are members of the proposed classes in this case.

13. Even among accountholders who first opened an Apple FCU account while they lived in Virginia, many now reside outside of Virginia. Virginia has experienced a prolonged period of out-migration. Indeed, more people have moved out of Virginia than into Virginia for four straight years.<sup>2</sup> Upon information and belief, at least one of those persons is a member of the putative classes.

### **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

14. Apple FCU issues debit cards to its checking account customers, including Plaintiff, which allow its customers to have electronic access to their checking accounts for purchases, payments, withdrawals and other electronic debit transactions.

15. Pursuant to its standard account agreement, Apple FCU charges OD Fees (currently in the amount of \$29.00 each) for debit card and other types of transactions that purportedly result in an overdraft of a personal checking account.

#### **I. Apple FCU Makes Important Contractual Promises to Its Account Holders**

16. Plaintiff's checking account with Apple FCU is, and was at all relevant times, governed by Apple FCU's standardized contract for deposit accounts, the material terms of which are drafted by Apple FCU, amended by Apple FCU from time to time at its convenience and complete discretion, and imposed by Apple FCU on all of its customers, a copy of which is attached hereto at Exhibit 1 (hereinafter, the "Account Agreement").

17. In plain, clear, and simple language in the section of the Account Agreement concerning OD Fees, Apple FCU promises its account holders that if it pays "items" (plural) that

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<sup>1</sup> See "Join the Apple FCU Family," Apple Federal Credit Union, *available at* <https://www.applefcu.org/join-apple> (last accessed July 25, 2018).

<sup>2</sup> <https://news.virginia.edu/content/out-migration-virginia-continues-fourth-consecutive-year>

“result[] in insufficient funds in your account”, the account holder “agree[s] to pay the insufficient amount, including the fee [(singular)] assessed by us,” i.e., a single OD Fee:

If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

Ex. 1, at 6.

18. None of Apple FCU’s account documents ever describe the transaction posting order used by Apple FCU, which is designed to maximize the number of OD Fees assessed to consumers, nor do any of the account documents clearly explain that an OD Fee will be charged for every single one of the many “items” that might result in insufficient funds in the account.

19. In the Account Agreement, Apple FCU also promises its account holders that it will not authorize or pay one-time debit card transactions or ATM transactions that overdraft an account, absent the account holder’s affirmative and informed consent to such coverage:

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account.

Ex. 1, at 6 (emphasis added).

20. Apple FCU’s “Overdraft Privilege Disclosure” (a copy of which is attached hereto as Exhibit 2) states that:

An overdraft occurs when you do not have enough money as an available balance in your Apple Federal Credit Union account to cover a transaction paid via Debit Card or ATM Card, but Apple pays the transaction anyway.

Ex 2, at 1.

21. The Overdraft Privilege Disclosure also contains statements concerning Apple FCU's treatment of ATM and one-time, non-recurring debit card transactions. Specifically, the Overdraft Privilege Disclosure states, pursuant to Apple FCU's "standard overdraft practices," in which Plaintiffs are both enrolled, that:

Apple will not authorize and/or pay overdrafts for the following types of transactions **unless requested by the member:**

- ATM transactions
- Everyday Debit Card transactions.

*Id.*

22. The Overdraft Privilege Disclosure further states:

What if I want Apple FCU to authorize and pay overdrafts on my ATM and everyday Debit Card transactions? If you are currently enjoying the benefits of overdraft coverage and would like to continue, please:

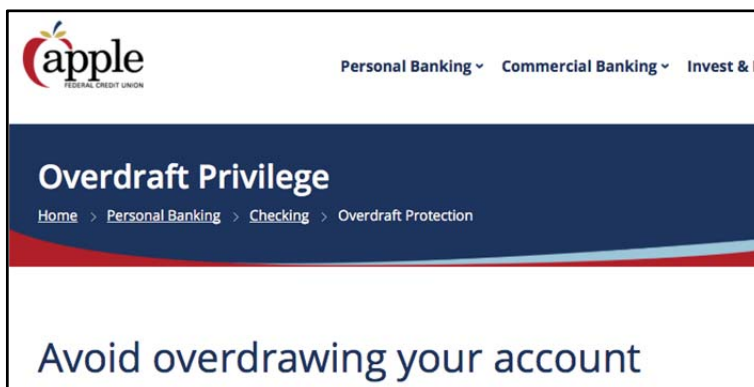
- Visit [AppleFCU.org/ODP](http://AppleFCU.org/ODP)
- Call 703-788-4800 or 800-666-7996
- Stop by any Apple branch location – [AppleFCU.org/Locations](http://AppleFCU.org/Locations).

*Id.* As written, this Overdraft Protection Disclosure presumes that all Apple FCU account holders have already provided affirmative written consent to be charged OD Fees on one-time non-recurring debit card transactions.

23. The hyperlink contained within the foregoing excerpt of the Overdraft Privilege Disclosure, <http://AppleFCU.org/ODP>, directs account holders to an Apple FCU website titled "Overdraft Privilege" (hereinafter the "Overdraft Privilege Website"). A true and correct copy of a screenshot of the Overdraft Privilege Website, as of April 24, 2018, is attached hereto as Exhibit 3.

24. Apple FCU's Overdraft Privilege Website prominently states at the top, in bold lettering, that Apple FCU's "Overdraft Privilege" (or "ODP") service affords account holders a way to "[a]void overdrawing your account." Ex. 3 at 1. That statement could not be further from the truth, because the ODP service is specifically designed to increase, not to stop, the likelihood of an account being overdrawn.

25. Apple FCU’s goal of confusing its own account holders in this way is obvious from the face of the Overdraft Privilege Website, which first refers to the service as “Overdraft Privilege” but then immediately below that heading refers to the service as “Overdraft Protection”:



The representations on this website are false and misleading because there is plainly nothing “protect[ive]” about a service that is specifically designed to allow accounts to overdraft and to impose overdraft fees *en masse*.

26. With respect to the fee charged by Apple FCU if an account overdrafts, the Overdraft Privilege Website states:

Should an overdraft ever occur, ODP will allow you to complete your transaction. Apple, at its sole discretion, will pay the item(s) up to the authorized Overdraft Privilege limit and charge the account the Credit Union’s standard Non-Sufficient Funds (NSF)/ODP fee of \$29 for each item that overdrafts the account.

Fee applies to overdrafts created by check, in-person withdrawal, or other electronic means. Checking account can’t remain negative for more than 30 days or Checking account balance must be made positive every 30 days.

*Id.* (emphasis added).

27. Nowhere on the Overdraft Privilege Website or the Overdraft Privilege Disclosure does Apple FCU disclose that, if an account is enrolled in the ODP service, a \$29.00 overdraft fee is charged for each and every one-time non-recurring debit card transaction or ATM withdrawal that overdrafts an account — much less for such transactions that do not even overdraw an account, as happened to Plaintiffs here.

28. Even with respect to other types of transactions besides one-time debit transactions and ATM withdrawals, the Overdraft Privilege Website states that Apple FCU will charge “\$29 for each item **that overdraws the account**” – which clearly means, consistent with the Account Agreement, *supra* ¶ 22 (citing Ex. 1 at 6), that only a single \$29.00 OD Fee will be charged when an account becomes overdrawn by an item. Indeed, as a matter of logic and common sense, only one item actually “overdraws the account.”

29. The Overdraft Privilege Website contains a link that states “Overdraft Privilege Opt Out Request,” which directs account holders to a PDF file titled “Request to Opt-Out of Overdraft Privilege” (hereinafter the “ODP Opt-Out Form”), a copy of which is attached hereto as Exhibit 4. The ODP Opt-Out Form permits account holders to opt out of Apple FCU’s ODP service, and requires account holders to opt out for at least one year if they choose to opt out at all. But there is no mechanism on the ODP Opt-Out Form or elsewhere for an account holder to **opt in** to the ODP service. As the Overdraft Privilege Disclosure, the Overdraft Privilege Website, and the ODP Opt-Out Form make apparent, Apple FCU has placed the burden on account holders to opt-out, as opposed to opt-in, to the ODP service, which Apple FCU has involuntarily opted them into in the first instance.

## **II. Apple FCU’s Conduct Breaches the Account Agreement with Its Account Holders**

30. Plaintiff’s checking account with Apple FCU is, and at all relevant times was, governed by Apple FCU’s standardized Account Agreement, the material terms of which are drafted by Apple FCU, amended by Apple FCU from time to time at its convenience and complete discretion, and imposed by Apple FCU on all of its customers.

31. In plain, clear, and simple language, the checking account contract documents discussing OD Fees promise that Apple FCU will only charge an OD Fee when a transaction results in insufficient funds to “cover” it:

If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance



with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

Account Agreement, Ex. 1.

32. None of the account documents ever describe the transaction posting order used by Apple FCU, which is designed to maximize the number of OD Fees assessed to consumers.

33. In plain, clear, and simple language, the checking account contract documents discussing OD Fees promise that Apple FCU will not authorize or pay, or assess \$29.00 fees for, one-time debit card and ATM transactions absent knowing consent from the accountholder.

34. Apply FCU has systematically breached its promise to its account holders in the Account Agreement to only charge overdraft fees for other types of transactions (transactions besides non-recurring debit and ATM transactions) if there are insufficient funds to cover the item in question such that the item overdraws the account. In breach of this promise, Apple FCU routinely charges overdraft fees resulting from transactions for which there were sufficient funds to cover the item in question and did not actually overdraw the account, as happened to Plaintiff here.

35. Moreover, Apple FCU has also systematically breached its promises in the Account Agreement not to authorize or pay, or assess \$29.00 fees for, one-time debit card and ATM transactions absent knowing consent from the accountholder. In breach of this promise, Apple FCU routinely charges overdraft fees on ATM and nonrecurring transactions without providing the requisite disclosures and obtaining the requisite affirmative consent in writing, as happened to Plaintiff here.

### **III. Plaintiff's Experience at Apple FCU**

36. Plaintiff has one checking account with Apple FCU, which is governed by Apple FCU's "standard overdraft practices."

37. At no time has Apple FCU provided written disclosures to Plaintiff, as required by the Account Agreement, adequately disclosing Apple FCU's practice of assessing a \$29.00 overdraft fee for each and every non-recurring debit card transaction drawn against a negative account balance, much less such transactions that did not even overdraw the account. Apple FCU failed to obtain Plaintiff's affirmative, written consent, and failed to confirm the receipt of such consent in writing to Plaintiff, prior to enrolling Plaintiff in the "ODP service" and charging Plaintiff overdraft fees as a result of ATM and non-recurring debit card transactions, including ones that did not overdraw her account.

38. Nonetheless, on numerous other occasions, including but not limited to the instances below, Plaintiff was assessed an OD Fee, in the amount of \$29.00, as the result of a one-time, non-recurring debit card or ATM transaction authorized into a negative balance:

- On December 11, 2017, Plaintiff was charged a \$29.00 OD Fee as a result of an ATM withdrawal, at an Apple FCU ATM, that was authorized into a negative balance.
- On August 3, 2017, Plaintiff was charged a \$29.00 OD Fee as a result of a one-time, non-recurring debit card transaction, to iTunes.com in the amount of \$2.99, that was authorized into a negative balance.
- On July 3, 2017, Plaintiff was charged a \$29.00 OD Fee as a result of a one-time, non-recurring debit card transaction, to Wawa Convenience Store in the amount of \$25.47, that was authorized into a negative balance.

39. Plaintiff was charged the foregoing OD Fees as the result of the foregoing one-time, non-recurring debit card transactions despite the fact that she never provided Apple FCU with her affirmative, written consent to the imposition of OD Fees resulting from one-time debit card transactions. Absent such consent, Apple FCU's Account Agreement specifically prohibited the assessment of such fees.

40. Moreover, on numerous occasions, including but not limited to the instances below, Plaintiff was assessed an OD Fee in the amount of \$29.00 on the following occasions,

despite the fact that her account never went negative even after the transaction that supposedly caused the OD Fee was posted:

- On January 4, 2015, Plaintiff was charged an OD Fee for a transaction that did not overdraw her account and which her bank statement shows did not overdraw her account.
- On November 19, 2016, Plaintiff was charged three OD Fees for transactions that did not overdraw her account and which her bank statement shows did not overdraw her account.
- On April 15, 2017, Plaintiff was charged two OD Fees for transactions that did not overdraw her account and which her bank statement shows did not overdraw her account.

41. Plaintiff at all times had sufficient funds to cover the foregoing transactions (and numerous other transactions like them that occurred during the past six years) that resulted in improper OD Fees.

42. Because the foregoing OD Fees were charged even though Plaintiff's account balance was not overdrawn by the transaction at issue, Apple FCU assessed the fees in violation of its own Account Agreement with Plaintiff.

43. In the past four years alone, Apple FCU has siphoned over \$8,000.00 out of Plaintiff's checking account, one \$29.00 OD Fee at a time.

### **CLASS ALLEGATIONS**

44. Plaintiff brings this action on behalf of herself and on behalf of all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of Rule 23 with respect to two classes of individuals, referred to below as the "Sufficient Funds Class" and the "Non-Recurring Debit Class".

45. The proposed "Sufficient Funds Class" is defined as:

All Apple FCU checking account holders in the United States who, within the applicable statute of limitation period, were charged one or more OD Fee as a result of a transaction that did not overdraw an account.

46. The proposed "Non-Recurring Debit Class" is defined as:

All Apple FCU checking account holders in the United States who, within the applicable statute of limitation period, were charged one or more OD Fee as a result of a one-time (i.e., non-recurring) debit card transaction.

47. Plaintiff reserves the right to modify or amend the definitions of the proposed Classes before the Court determines whether certification is appropriate.

48. Excluded from the Classes are Apple FCU, its parents, subsidiaries, affiliates, officers and directors, any entity in which Apple FCU has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

49. The members of the Classes are so numerous that joinder is impractical. The Classes consist of thousands of members, the identity of whom is within the knowledge of and can be ascertained only by resort to Apple FCU's records.

50. The claims of the representative Plaintiff are typical of the claims of the Classes in that the representative Plaintiff, like all Class members, was charged OD Fees by Apple FCU as a result of transactions that did not actually overdraw checking accounts and as a result of one-time debit card transactions. The representative Plaintiff, like all Class members, has been damaged by Apple FCU's misconduct in that she has been assessed overdraft charges that violate the Account Agreement. Furthermore, the factual basis of Apple FCU's misconduct is common to all Class members, and represents a common thread of unfair and unconscionable conduct resulting in injury to all members of the Classes.

51. There are numerous questions of law and fact common to the Classes and those common questions predominate over any questions affecting only individual Class members.

52. Among the questions of law and fact common to the Classes are whether Apple FCU:

- a. Imposed OD Fees on debit card transactions when those transactions did not overdraw accounts (for the "Sufficient Funds Class"), and
- b. Imposed OD Fees on one-time debit card transactions (for the "Non-

Recurring Debit Class”).

Other questions of law and fact common to the Classes include:

- c. The proper method or methods by which to measure damages, and
- d. The declaratory relief to which the Classes are entitled.

53. Plaintiff’s claims are typical of the claims of other Class members, in that they arise out of the same wrongful overdraft policies and practices of Apple FCU’s account contract. Plaintiff has suffered the harm alleged and has no interests antagonistic to the interests of any other Class member.

54. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers and against financial institutions. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Classes.

55. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member’s claim is small relative to the complexity of the litigation, and due to the financial resources of Apple FCU, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Apple FCU’s misconduct will proceed without remedy.

56. Even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

**CLAIMS FOR RELIEF**

**FIRST CLAIM FOR RELIEF  
BREACH OF CONTRACT  
(Individually and on Behalf of the Sufficient Funds Class)**

57. Plaintiff repeats and incorporates herein paragraphs 1 through 56 above.

58. Plaintiff, and all members of the proposed Sufficient Funds Class contracted with Apple FCU for bank account deposit, checking, ATM, and debit card services, as set forth in the Account Agreement.

59. Apple FCU breached promises made to Plaintiff and all members of the proposed Sufficient Funds Class when, as described herein, Apple FCU charged overdraft fees as a result of transactions that did not overdraw a checking account.

60. Plaintiff and all members of the proposed Sufficient Funds Class have performed all, or substantially all, of the obligations imposed on them under the contract.

61. Plaintiff and all members of the proposed Sufficient Funds Class have sustained damages as a result of Apple FCU's breach of the contract.

**SECOND CLAIM FOR RELIEF  
BREACH OF CONTRACT  
(Individually and on Behalf of the Non-Recurring Debit Class)**

62. Plaintiff repeats and incorporates herein paragraphs 1 through 56 above.

63. Plaintiff and all members of the proposed Sufficient Funds Class contracted with Apple FCU for bank account deposit, checking, ATM, and debit card services, as set forth in the Account Agreement.

64. Apple FCU breached promises made to Plaintiff and all members of the proposed Sufficient Funds Class when, as described herein, Apple FCU charged overdraft fees as a result of one-time, non-recurring debit card transactions.

65. Plaintiff and all members of the proposed Sufficient Funds Class have performed all, or substantially all, of the obligations imposed on them under the contract.

66. Plaintiff and all members of the proposed Sufficient Funds Class have sustained damages as a result of Apple FCU's breach of the contract.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Jamie Liggi, individually and on behalf of the Classes, demands a jury trial on all claims so triable and judgment as follows:

- A. Certification for this matter to proceed as a class action on behalf of both proposed Classes under Fed. R. Civ. P. 23(b)(2) and 23(b)(3);
- B. Restitution of all OD Fees paid to Apple FCU by Plaintiff and the members of the Classes, as a result of the wrongs alleged herein in an amount to be determined at trial;
- C. Actual damages in an amount according to proof;
- D. Pre-judgment interest at the maximum rate permitted by applicable law;
- E. Costs and disbursements assessed by Plaintiff in connection with this action, including reasonable attorneys' fees pursuant to applicable law;
- F. For attorneys' fees under the common fund doctrine, and all other applicable law; and
- G. Such other relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of herself and the Classes, hereby demands a trial by jury pursuant to Federal Rule of Civil Procedure 38(b) on all claims so triable.

Dated: August 23, 2018

Respectfully submitted,

/s/  
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# EXHIBIT 1

# MEMBERSHIP AGREEMENT AND DISCLOSURES

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Privacy Disclosure  
Membership and Account Agreement  
Funds Availability Policy Disclosure  
Electronic Fund Transfers Agreement & Disclosure  
Truth-in-Savings Disclosure



Rev. 10/17

## FACTS

### WHAT DOES APPLE FEDERAL 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 balances
- account transactions and credit history
- employment information and transaction or loss history

**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 Apple Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Apple Federal 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 to report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	Yes
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

**To limit our sharing**

- Call (703) 788-4800 - our menu will prompt you through your choice(s) or
- Visit us online: [www.applefcu.org](http://www.applefcu.org)

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

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

**Questions?** Call (703) 788-4800 or go to [www.applefcu.org](http://www.applefcu.org)

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<b>What we do</b>	
<b>How does Apple Federal Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Apple Federal Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or make a wire transfer</li> <li>▪ show your government-issued ID or tell us where to send the money</li> <li>▪ show us your driver's license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Our affiliates include financial companies, such as Apple Financial Services.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Apple Federal Credit Union does not share with our nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include advertising/marketing agencies, credit card companies and financial advisors.</i></li> </ul>

<b>Other important information</b>

## MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying 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.

**1. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws. 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 accounts and services you request.

**2. INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this 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.

**3. JOINT ACCOUNTS** - A joint account is an account owned by two (2) or more persons.

**a. Rights of Survivorship.** For a joint account, the existence or nonexistence of rights of survivorship shall be established by designation on the Account Card or documented through the Credit Union's online application and authentication process. If the Account Card designation is "Joint Account With Survivorship," then, on the death of an owner of the account, the deceased owner's interest in the account passes to the surviving owner(s) of the account. If the designation is "Joint Account No Survivorship," then, on the death of an owner of the account, the deceased owner's interest in the account passes as a part of that owner's estate under the deceased owner's will, trust, or by intestacy. If no designation is made on the Account Card or documented through the Credit Union's online application and authentication process or if the designation is unclear, a joint owner's account includes rights of survivorship. 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 a deceased owner, even if a surviving owner did not consent to it.

**b. Control of Joint Accounts.** 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 or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. 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 in order to act.

**c. Joint Account Owner Liability.** If an item deposited in a joint account is returned unpaid, a joint 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 the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

**4. POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Accounts payable to more than one (1) surviving beneficiary/payee are owned jointly by such beneficiaries/payees with rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's 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 joint 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. 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 or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.



**6. POWER OF ATTORNEY AND AGENCY DESIGNATION ON AN ACCOUNT -**

**a. Power of Attorney.** We have the right to review and approve any form of power of attorney and to require subsequent evidence as to the current effectiveness of any power of attorney, including but not limited to periodic affidavits of any attorney-in-fact.

**b. Agency Designation.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

**7. 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 to return any deposit.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) 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 (2) 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 an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

**b. 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. 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 may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. 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 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.

**d. 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.

**e. Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. 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.

**f. Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

**8. ACCOUNT ACCESS -**

**a. Authorized Signature.** Your signature on the Account Card, or authentication and approval of your account, 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 or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, 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 or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We reserve the right to restrict account withdrawals or transfers from your account, provided that we shall not be liable for any damages arising from any action we take regarding either (i) withdrawals or transfers; or (ii) payments or nonpayments of a check or draft, except for those damages which may arise solely as a result of the Credit Union's negligence. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

**c. Credit Union Examination.** We may disregard any information on any check or draft 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.

**9. FUND 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 as enacted by the state where the main office of the Credit Union is located. 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 may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. 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 times 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 or 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. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies, of which we have notified you, are commercially reasonable verification of payment orders and other electronic fund transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers. If we conduct a remittance transfer(s) on your behalf acting as a remittance transfer provider, such transactions will be governed by 12 C.F.R. part 1005, subpart B-Requirements for remittance transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**10. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

**11. TRANSACTION LIMITATIONS** -

**a. Withdrawal Restrictions.** We will pay checks or drafts, 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 also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is 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; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals.

**b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

**12. CERTIFICATE ACCOUNTS** - Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, 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. OVERDRAFTS** -

**a. Payment of Overdrafts.** If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from other another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

**b. Order of Payments.** Checks, drafts, transactions, and 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, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, 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 drafts and process transfers and withdrawals.

**14. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

**15. STOP PAYMENT ORDERS -**

**a. Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

**b. Duration of Order.** Oral stop payment orders for check or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

**c. Liability.** Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, 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 joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**16. 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. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution 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 regarding what you and our employees say or write will be resolved by reference to this Agreement.

**17. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON -** We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

**18. REMOTELY CREATED CHECKS OR DRAFTS -** For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft 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 or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft 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 or draft for which the third party has proof of your authorization.

**19. PLEDGE/STATUTORY LIEN -** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

**Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law.** If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**20. 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, as permitted by law. 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.

**21. ACCOUNT INFORMATION -** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. 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 -**

**a. Name or Address Changes.** You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.



**b. 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 right to future enforcement.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to 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.

**d. 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 NUMBER 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.** If we provide a periodic statement for your account, 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 (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it 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 33 days of the date we sent the statement to you, we will not be responsible for your loss. 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. Notice to Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements 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 charge 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 14 days of the time you regularly receive a statement.

**25. INACTIVE ACCOUNTS** - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. 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 had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with 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.

**26. 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 might 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 that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

**27. 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 or drafts 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; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**28. TERMINATION OF MEMBERSHIP** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason consistent with the Credit Union's bylaws and as allowed by applicable law.

**29. DEATH OF ACCOUNT OWNER** - We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts 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 checks, drafts, 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.

**30. 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 services 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.

**31. 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.

**32. 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.

**33. GOVERNING LAW** - This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse 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.

**34. NEGATIVE INFORMATION NOTICE** - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

## FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Apple Federal Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**1. GENERAL POLICY** — Our policy is to make funds from your cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 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.

**2. RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the next business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**3. 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.

**4. 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 seventh business day after the day of your deposit.

**5. 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, state, 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 seventh business day after the day of your deposit.

**6. 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 fifth 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.

**7. FOREIGN CHECKS** — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

## 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 Apple Federal 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 account card 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. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. Visa Debit Card.** If approved, you may use your Visa® 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 ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan 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 transactions. 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, Plus, Accel, MoneyPass, Co-Op networks, and such other machines or facilities as the Credit Union may designate.

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

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking 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:

- You may make 20 Visa Debit Card purchases per day.
- You may purchase up to a maximum of \$5,000.00 per day.
- You may make 15 cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$515.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may make 20 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$5,000.00 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.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or



card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us

**b. PAT.** If we approve PAT 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 PAT 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, and money market accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit account.
- 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 PAT via a touch-tone telephone only. PAT 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 PAT 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.

**c. 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/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.
- 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 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **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.

**d. 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.

**e. Online Banking.** If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- 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.
- Access your Line of Credit and HELOC 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.

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. 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.
- Maximum external transfer is \$3,000.00 per transaction and \$6,000.00 per month.
- See Section 2 for transfer limitations that may apply to these transactions.

**f. Mobile Banking.** If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit and HELOC 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.

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. 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.

**g. Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. 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.

**2. TRANSFER LIMITATIONS** — For all savings 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.

**c. 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.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

**d. 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.

**e. 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.

**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 international, 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.

TELL US AT ONCE if you believe your card 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 authority, 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 a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access 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 or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00

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:

(703) 788-4800  
(800) 666-7996  
(855) 735-0576 (lost/stolen)

or write to:

Apple Federal Credit Union  
Attn: Debit Card Services  
PO Box 1200  
Fairfax, VA 22038  
Fax: (703) 667-8712

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 —**

**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 (703) 788-4800 or (800) 666-7996. This does not apply to transactions occurring outside the United States.

**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 government agency or court orders; or
- If you give us your written permission.

**8. BUSINESS DAYS —** Our business days are Monday through Friday, excluding holidays.

**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 your losses or damages. 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 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 circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- 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 banking 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.
- 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:

(703) 788-4800  
(800) 666-7996

or write to:

Apple Federal Credit Union  
4029 Ridge Top Rd  
Fairfax, VA 22030  
Fax: (703) 667-8712

- 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) business days.

We will determine whether an error has 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 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask 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.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\* 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 Virginia, 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.

## TRUTH-IN-SAVINGS DISCLOSURE

EFFECTIVE DATE:									
The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.									
RATE SCHEDULE									
ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	
Regular Savings	/	Monthly	Monthly	Monthly (Calendar)	\$5.00	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
eXtras Student Savings	\$0.00 to \$1,499.99 / \$1,500.00 or greater /	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Vacation Club	/	Monthly	Monthly	Monthly (Calendar)	\$5.00	—	—	Daily Balance	Account withdrawal limitations apply.
Holiday Club	/	Monthly	Monthly	Monthly (Calendar)	\$5.00	—	—	Daily Balance	Account withdrawal limitations apply.
Summer Pay Savings	/	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply. See Section 2.
Traditional IRA Share Roth IRA Share	\$5.00 to \$19,999.99 / \$20,000.00 to \$49,999.99 / \$50,000.00 to \$99,999.99 / \$100,000.00 or greater /	Monthly	Monthly	Monthly (Calendar)	\$5.00	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Coverdell Education Savings	/	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Education SuperSaver	/	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Money Market	\$0.00 to \$2,499.99 / \$2,500.00 to \$19,999.99 / \$20,000.00 to \$49,999.99	Monthly	Monthly	Monthly (Calendar)	\$2,500.00	—	—	Daily Balance	Account transfer and withdrawal limitations apply.



	/								
	\$50,000.00 or greater								
	/								
<b>Super Money Market</b>	\$0.00 to \$99,999.99	Monthly	Monthly	Monthly (Calendar)	\$100,000.00	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
	/								
	\$100,000.00 or greater								
<b>Free A+ Checking</b>	—	—	—	—	\$15.00	—	—	—	—
<b>Student Checking</b>	—	—	—	—	—	—	—	—	—
<b>Advantage Checking</b>	/	Monthly	Monthly	Monthly (Calendar)	\$15.00	—	—	Daily Balance	—
	\$0.00 to \$19,999.99								
<b>Investors Checking</b>	/	Monthly	Monthly	Monthly (Calendar)	\$15.00	—	See Section 3	Daily Balance	—
	\$20,000.00 or greater								
	/								

**ACCOUNT DISCLOSURES**

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.**

**1. RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Regular Savings, eXtras Student Savings, Vacation Club, Holiday Club, Summer Pay Savings, Traditional IRA Share, Roth IRA Share, Coverdell Education Savings, Education SuperSaver, Money Market, Super Money Market, Advantage Checking, and Investors Checking accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union’s Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. eXtras Student Savings, Traditional IRA Share, Roth IRA Share, Money Market, Super Money Market, and Investors Checking accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For tiered accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.

**2. SUMMER PAY SAVINGS** – The Summer Pay Savings account is subject to the terms thereof, which the Credit Union may supplement and amend from time to time, and are subject to the Credit Union’s bylaws, and applicable state and federal laws. The account owner(s) must be a contracted teach or school system staff member within Apple Federal Credit Union’s field of membership. The account owner(s) must have a monthly net paycheck or at least \$1000.00 directly deposited monthly into an Apple Federal Credit Union Checking or Savings account. If the account(s) owner(s) do not have a monthly net paycheck or \$1000.00 direct deposit with Apple Federal Credit Union, the account(s) owner(s) request for Summer Pay program participation will not be honored until such time as a monthly net paycheck direct deposit is established. If at the time of distribution to the Summer Pay account the full predetermined amount of said distribution is not available in the account(s), only a partial distribution will occur. If no funds are present, no distribution will be made. At no time shall distributions to the Summer Pay account directly result in a negative account balance. The account owner(s) agree(s) to ONE of THREE options for disbursement of funds between June 30 and August 30 as specified at account inceptions. Option 1: This account owner(s) agree(s) to a single automatic withdrawal made from this account on a designated date between June 30 and August 30. The withdrawal will be the entire balance of the account and will be transferred to the member(s) checking or regular savings account.

Option 2: This account owner(s) agree(s) to biweekly automatic withdrawals made from this account on designated dates between June 30 and August 30. The withdrawals will be transferred to the member(s) checking or regular savings account. Option 3: This account owner(s) agree(s) to monthly automatic withdrawals made from this account taking place between June 30 and August 30 until all funds have been disbursed. The withdrawals will be predetermined amounts and will be transferred to the member’s checking or regular savings account. The Credit Union is authorized to share at any time against this account any indebtedness owing to it by any of the joint owners.

**3. INVESTORS CHECKING** — Investors Checking account offers a tiered rate on balances up to \$20,000.00 and free ATM withdrawals for members who maintain a \$25,000.00 investment balance with Apple Financial Services. Account holders who fail to maintain the \$25,000.00 investment balance threshold receive no dividends for that month and will incur applicable ATM charges.

**4. NATURE OF DIVIDENDS** — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**5. DIVIDEND COMPOUNDING AND CREDITING** — The compounding and crediting frequency of dividends and the dividend period applicable to each account are

stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

**6. ACCRUAL OF DIVIDENDS** — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

**7. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For accounts using the daily balance method as stated in the Rate Schedule dividends are calculated by applying a daily periodic rate to the principal in the account each day.

**8. ACCOUNT LIMITATIONS** — For Regular Savings, eXtras Student Savings, Summer Pay Savings, Traditional IRA Share, Roth IRA Share, Coverdell Education Savings, Education SuperSaver, Money Market, and Super 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. For Holiday Club accounts, the entire balance will be transferred to another account of yours on or after November 1 and the account will remain open. If you withdraw from your Holiday Club account, you will be charged a fee as disclosed in the Fee Schedule. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. For Vacation Club accounts, you may make two (2) withdrawal(s) from your account each year. If you exceed this limitation, you will be charged a fee as disclosed in the Fee Schedule. For eXtras Student Savings accounts, this account is available for member's 23 years old or younger. For Summer Pay Savings accounts, deposits may not exceed \$1,000.00 per month. You are allowed one free withdrawal per school year prior to the designated payout dates. If you withdraw from your Summer Pay Savings account prior to the designated

payout date you will be charged a fee as disclosed in the Fee Schedule. Additional deposits made beyond the biweekly/monthly transfers from the account(s) owner(s) net paycheck monthly direct deposit, designated at account opening, are not allowed. For Free A+ Checking, Student Checking, Advantage Checking, and Investors Checking accounts, no account limitations apply.

**9. FEES FOR OVERDRAWING ACCOUNTS** — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Fee Schedule for current fee information.

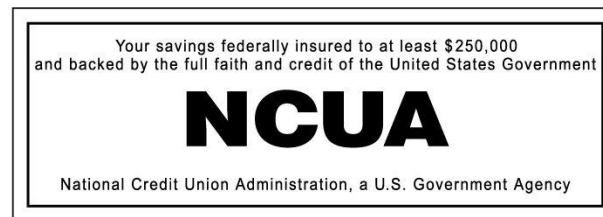
For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services 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.

**10. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$5.00
Number of Shares Required	1

**11. RATES** — The rates appearing with this Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

**12. FEES** — See separate fee schedule for a listing of fees and charges applicable to your account(s).



## TRUTH-IN-SAVINGS DISCLOSURE

**MATURITY DATE:**

**EFFECTIVE DATE:**

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

### RATE SCHEDULE

	Dividend Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
<input type="checkbox"/> Share Certificate <input type="checkbox"/> IRA Certificate									
6 Month	/	Fixed Rate	\$500.00	Monthly	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
12 Month	/								
15 Month	/								
24 Month	/								
36 Month	/								
48 Month	/								
60 Month	/								
84 Month	/								
120 Month	/								
<input type="checkbox"/> 36 Month Step Up Certificate									
36 Month	/	Variable Rate - Member has discretion	\$500.00	Monthly	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
<input type="checkbox"/> Jumbo Certificate									
12 Month	/	Fixed Rate	\$50,000.00	Monthly	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
36 Month	/								
60 Month	/								

### ACCOUNT DISCLOSURES

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.**

**1. RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period.

For Share/IRA Certificates and Jumbo Certificate accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. During the term of your 36 Month Step Up Certificate account(s), you may increase the rate one time to the rate currently in effect for accounts of this type with the same term. For accounts subject to dividend compounding, the annual percentage yield is based on

an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

**2. DIVIDEND PERIOD** — For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.



**3. DIVIDEND COMPOUNDING AND CREDITING —**

The compounding and crediting frequency of dividends are stated in the Rate Schedule. For all accounts, at your option, you may choose to have dividends credited to your certificate account, paid to you by check or transferred to another account of yours. If you elect to have dividends paid to you by check or transferred to another account, compounding will not apply.

**4. BALANCE INFORMATION —** To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For accounts using the daily balance method as stated in the Rate Schedule dividends are calculated by applying a daily periodic rate to the principal in the account each day.

**5. ACCRUAL OF DIVIDENDS —** For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

**6. TRANSACTION LIMITATIONS —** For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may make withdrawals of principal subject to the early withdrawal penalties stated below. Withdrawals of dividends are not subject to penalty.

**7. MATURITY —** Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

**8. EARLY WITHDRAWAL PENALTY —** We may impose a penalty if you withdraw funds from your account before the maturity date.

**a. Amount of Penalty.** For 36 Month Step Up Certificate and Jumbo Certificate accounts, the amount of the early withdrawal penalty for your account is 180 days' dividends. For Share Certificate and IRA Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of less than 6 months	90 days' dividends
Terms of 6 months to 60 Months	180 days' dividends
Terms of greater than 60 Months	1,095 days' dividends

**b. How the Penalty Works.** The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

**c. Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

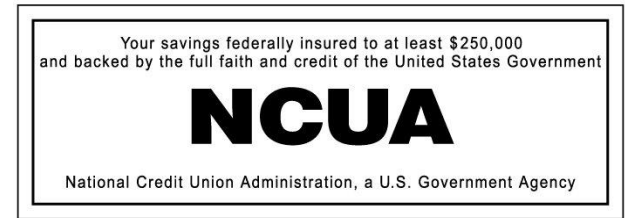
- (i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.

**9. RENEWAL POLICY —** The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

**10. NONTRANSFERABLE/NONNEGOTIABLE —** Your account is nontransferable and nonnegotiable.

**11. MEMBERSHIP —** As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$5.00
Number of Shares Required	1



## EXHIBIT 2





## Overdraft Privilege Disclosure

### What You Need to Know About Overdrafts

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An overdraft occurs when you do not have enough money as an available balance in your Apple Federal Credit Union account to cover a transaction paid via Debit Card or ATM Card, but Apple pays the transaction anyway. Overdrafts are covered by the Credit Union in one of two ways:

1. Standard overdraft practices that come with your account.
2. Overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

### This notice explains our standard overdraft practices.

---

#### 1. What are the standard overdraft practices for my Apple FCU account?

Now and in the future, Apple will authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your Checking account number
- Automatic bill payments.

Apple will not authorize and/or pay overdrafts for the following types of transactions **unless requested by the member:**

- ATM transactions
- Everyday Debit Card transactions.

Overdrafts are paid at Apple's discretion and based on the available balance in your Apple FCU account. This means the Credit Union does not guarantee that overdrafts will always receive authorization for transaction payment.

If a transaction is not authorized, your overdraft transaction will be declined.

#### 2. What fees will I be charged if Apple FCU pays my overdraft?

Under Apple's standard overdraft practices:

- A **\$29 fee** will be assessed for each account overdraft
- There is no limit on the total fees you can incur for overdrawing your Apple FCU account.

#### 3. What if I want Apple FCU to authorize and pay overdrafts on my ATM and everyday Debit Card transactions?

If you are currently enjoying the benefits of overdraft coverage and would like to continue, please:

- **Visit** [AppleFCU.org/ODP](http://AppleFCU.org/ODP)
- **Call** 703-788-4800 or 800-666-7996
- **Stop by** any Apple branch location – [AppleFCU.org/Locations](http://AppleFCU.org/Locations).

## EXHIBIT 3

ABA Routing Number: 256078514

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[News](#)

[Foundation](#)



Personal Banking

Commercial Banking

Invest & Insure

Community

Join Now



# Overdraft Privilege

[Home](#) [Personal Banking](#) [Checking](#) [Overdraft Protection](#)

## Avoid overdrawing your account

Avoid the embarrassment of a bounced check or insufficient funds. If you make an honest mistake balancing your account, have unplanned expenses or run short on cash between paydays, let Overdraft Privilege help you out.

## Protect your account today!

**[Login to Online Banking](#)** and complete the Overdraft Enrollment form found under the Account Tools menu. This will reduce the chance for declined transactions and the potential for multiple merchant fees.

Should an overdraft ever occur, ODP will allow you to complete your transaction. Apple, at its sole discretion, will pay the item(s) up to the authorized Overdraft Privilege limit and charge the account the Credit Union's standard Non-Sufficient Funds (NSF)/ODP fee of **\$29** for each item that overdraws the account.

Fee applies to overdrafts created by check, in-person withdrawal, or other electronic means. Checking account can't remain negative for more than 30 days or Checking account balance must be made positive every 30 days.

[Direct Deposit](#)

[Custom Debit Card Design](#)

[Gift Cards](#)

[Reorder Checks](#)

[Compare Checking Accounts](#)

[Prepaid Debit Card](#)

[Debit Card](#)

### Top 6 Financial Mistakes



## We will not pay an overdraft under the following circumstances:

- Your account is not in good standing
- ATM and point-of-sale transactions if you did not opt-in to their payment and fee.

[Overdraft Privilege Opt Out Request](#)

[Overdraft Privilege Disclosure](#)

You work hard for your money. Don't risk losing it all. Watch now to avoid the Top 6 Financial Mistakes consumers make and secure your own successful financial future.

[View all videos](#)

## More helpful resources



**Order Checks**



**Wealth Management**



**Explore More Checking Options**



**BALANCE Financial Fitness**



**SavvyMoney Checkup**



**Calculators**

## You May Also Like...

## Merchant Offers

Gain access to a wide variety of deals, including travel, food and wine, entertainment and more with Visa Offers.

[Learn More](#)

## CardValet®

Gain peace of mind knowing you can control the Debit Card in your wallet, with the phone in your pocket.

[Learn More](#)

## Switch Your Accounts

Our FREE Switch everything you have in your accounts to another financial institution.

[Learn More](#)



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[Contact Us](#)

[Documents & Forms](#)

[Learning Center](#)

[Privacy/Security](#)

[Articles](#)



**Member Service:** 703-788-4800 or 800-666-7996

**ABA Routing Number:** 256078514

Federally Insured by NCUA. Equal Opportunity Lender.



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# EXHIBIT 4



# REQUEST TO OPT-OUT OF OVERDRAFT PRIVILEGE

AppleFCU.org

P.O. Box 1200, Fairfax, VA 22038-1200 703-788-4800 Fax: 703-359-9432

Member's Name: First	MI	Last	Suffix	Member No.
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I hereby request to opt-out of Apple FCU's Overdraft Privilege (ODP). I understand that I must opt-out for a minimum of one (1) year and that ODP will not be restored to my account until I request it in writing, no sooner than one (1) year from the date below.

I understand that this opt-out can cover all overdraft transactions including checks, ACH, automated electronic debits and debit card transactions if the opt-out for all ODP option is chosen.

- Opt-out for all ODP
- Opt-out for ODP on ATM/Debit, but NOT for ACH/Checks

I also understand that if items are presented to clear my account and funds are not available, that such items will be returned as Non-Sufficient Funds (NSF) and an NSF fee may be charged.

**SIGNATURE:**

Member's Signature ▶	Date (MM/DD/YY)
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JAMIE LIGGIO

(b) County of Residence of First Listed Plaintiff Fairfax (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Gray, Plant, Mooty, Mooty & Bennett, P.A. - 600 New Hampshire Avenue, Northwest, Suite 700, Washington, DC 20037- 202.295.2200

DEFENDANTS

APPLE FEDERAL CREDIT UNION

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§ 1332(d)(2) & (6)
Brief description of cause: Breach of Contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Liam O'Grady DOCKET NUMBER 1:18-cv-00188-LO-TCB

DATE 08/23/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Iris Figueroa Rosario

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE