



Fiscal Credit Union

The Bridge to Your Future

DISCLOSURE OF FUNDS AVAILABILITY EFFECTIVE 2/27/2010 FOR ALL ACCOUNTS OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS

I understand and agree that:

Your policy is to make funds from my cash or check deposits available to me on the first (1st) business day after the day you receive my deposit. Electronic direct deposits will be available on the day you receive the deposit. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) you do not own or operate may not be available until the fifth (5th) business day after the day of my deposit. This rule does not apply at ATMs that you own or operate. All ATMs that you own or operate are identified as your ATMs. Funds from any deposits (cash or checks) made at your ATMs may not be available until the second (2nd) business day after the day of my deposit. Once deposited funds are available, I can withdraw the funds in cash and you will use the funds to pay checks that I have written.

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If I make a deposit before 4:30 p.m. on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 4:30 p.m., or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

LONGER DELAYS MAY APPLY

In some cases, you will not make all of the funds that I deposit by check available to me on the first (1st) business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the fifth (5th) business day after the day of my deposit. However, the first \$100 of my deposits may be available on the first (1st) business day after the day of deposit.

If you are not going to make all of the funds from my deposit available on the first (1st) business day after the day of deposit, you will notify me at the time I make my deposit. You will also tell me when the funds will be available. If my deposit is not made directly to one of your employees, or if you decide to take this action after I have left the premises, you will mail me the notice by the business day after you receive my deposit.

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

1. You believe a check I deposit will not be paid.
2. I deposit checks totaling more than \$5,000 on any one day.
3. I redeposit a check that has been returned unpaid.
4. I have overdrawn my account repeatedly in the last six (6) months.
5. There is an emergency, such as failure of communications or computer equipment.

You will notify me if you delay my ability to withdraw funds for any of these reasons, and will tell me when the funds will be available. They will generally be available no later than the eighth (8th) business day after the day of my deposit.



SPECIAL RULES FOR NEW ACCOUNTS

If I am a new member, the following special rules will apply during the first thirty (30) days my account is open.

Funds from electronic direct deposits to my account will be available on the day you receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, and federal, state and local government checks will be available on the first

(1st) business day after the day of my deposit if the deposit meets certain conditions (e.g. the checks must be payable to me). The excess over \$5,000 will be available on the ninth (9th) business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000 will not be available until the second (2nd) business day after the day of my deposit. Funds from all other check deposits will be available on the ninth (9th) business day after the day of my deposit.

ADDENDUM TO ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In this Addendum to Fiscal Credit Union's Account Agreement and Truth-In-Savings Disclosure ("Agreement"), the words "I," "me," "mine," "my," "us" and "our" mean each and all of those (whether one or more persons) who are subject to the Agreement as a result of signing an Account Signature Card or opening one or more account(s) with you. The words "you," "your" and "yours" mean FISCAL CREDIT UNION.

By requesting and receiving, signing, using, or permitting others to use the account(s) issued to me by you, I agree to be bound by the terms and conditions as set forth in the Agreement (which are incorporated herein by this reference as if set forth in full), and by the terms of this Addendum. In the event of a conflict between this Addendum and the Agreement, this Addendum will control. Except as set forth in this Addendum, I understand and agree that all the terms and conditions of the Agreement remain unchanged and in full effect.

Effective May 10, 2010, the following changes will be made to the Agreement:

Part II – TERMS AND CONDITIONS – of the Agreement is hereby amended as follows:

Paragraph 2 under the heading "**Terms and Conditions Applicable to Accounts**" is hereby deleted and replaced with the following:

2. All accounts (except checking accounts) are not transferable except as defined in 12 CFR, Part 204. For all accounts except checking accounts, Insured Money Market Plus Accounts, and Insured Money Market Accounts, during any statement period, I may not make more than six (6) withdrawals or transfers to another Fiscal Credit Union account of mine or to a third party by means of any combination of preauthorized or automatic transfer or telephonic order or instruction. Transfers or withdrawals in excess of the above limitations may not be honored. If I exceed these withdrawal and/or transfer limitations in any statement period, my account will be subject to closure by you.



Paragraph 4 under the heading **“Terms and Conditions Applicable to Insured Money Market Plus Accounts”** is hereby deleted and replaced with the following:

4. During any statement period, I may not make more than six (6) withdrawals or transfers from the account to another Fiscal Credit Union account of mine or to a third party by means of any combination of preauthorized or automatic transfer or telephonic order or instruction. If I exceed these withdrawal and/or transfer limitations in any statement period, I will be charged the Excessive Transaction Fee set forth in your Schedule of Fees and Charges for each withdrawal or transfer that exceeds the above limitations. If I repeatedly exceed these withdrawal and/or transfer limitations, I will be contacted by you. If I thereafter continue to exceed these withdrawal and/or transfer limitations, my account will be subject to closure by you.

Paragraph 5 under the heading **“Terms and Conditions Applicable to Insured Money Market Accounts”** is hereby deleted and replaced with the following:

5. During any statement period, I may not make more than six (6) withdrawals or transfers from the account to another Fiscal Credit Union account of mine or to a third party by means of any combination of preauthorized or automatic transfer or telephonic order or instruction. If I exceed these withdrawal and/or transfer limitations in any statement period, I will be charged the Excessive Transaction Fee set forth in your Schedule of Fees and Charges for each withdrawal or transfer that exceeds the above limitations. If I repeatedly exceed these withdrawal and/or transfer limitations, I will be contacted by you. If I thereafter continue to exceed these withdrawal and/or transfer limitations, my account will be subject to closure by you.

ADDENDUM TO ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In this Addendum to Fiscal Credit Union’s Electronic Services Disclosure and Agreement (“Agreement”), the words “I,” “me,” “mine,” “my,” “us” and “our” mean each and all of those (whether one or more persons) who are subject to the Agreement as a result of applying for and/or using any of the electronic services described in the Agreement. The words “you,” “your” and “yours” mean FISCAL CREDIT UNION.

By accepting, retaining or using an ATM Card, Visa Check Card or other electronic funds transaction hereunder, I agree to be bound by the terms and conditions as set forth in the Agreement (which are incorporated herein by this reference as if set forth in full), and by the terms of this Addendum. In the event of a conflict between this Addendum and the Agreement, this Addendum will control. Except as set forth in this Addendum, I understand and agree that all the terms and conditions of the Agreement remain unchanged and in full effect.

Effective May 10, 2010, the following changes will be made to the Agreement: The paragraph entitled Regulation “D” Restrictions on Electronic Funds Transfers is hereby deleted and replaced with the following:

Regulation “D” Restrictions on Electronic Funds Transfers

Any combination of preauthorized, automatic or telephone withdrawals or transfers from Savings (Share) Accounts are limited to no more





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than six (6) transfers in each statement period. However, I may make an unlimited number of withdrawals from or transfers among my own Savings (Share) Accounts by mail, messenger or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my Savings (Share) Accounts through Fiscal Connect Online Banking and/or Expressline 24-hour Banking By Telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations may not be honored. If I exceed these withdrawal and/or transfer limitations in any statement period, my account will be subject to closure by you. If I exceed these withdrawal and/or transfer limitations in any statement period for an Insured Money Market Plus Account and/or an Insured Money Market Account, I will be charged the Excessive Transaction Fee set forth in your Schedule of Fees and Charges for each withdrawal or transfer that exceeds the above limitations.

Effective 7/1/2010

Federal Reserve Regulation GG Unlawful Internet Gambling Enforcement Act (UIGEA)

**Federal law requires that Commercial/Business members
be provided with this notice.**

Certain federal and/or state laws such as the Unlawful Internet Gambling Enforcement Act or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as unlawful Internet gambling transactions.

The credit union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any unlawful Internet gambling or illegal activity.

These restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or related to a hotel-casino.

You understand and agree such limitations/prohibitions are not within the credit union's control and that the credit union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the credit union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

