



# Member Service Guide

Banking without the bank.®



# Dear valued member,

**Let me be the first to welcome you to Ascend Federal Credit Union!**

It is our pleasure and goal to make each member feel appreciated by offering superior service. From day one our mission has remained focused on our valued members. We intend to provide you with a financial experience beyond compare through our attentive service, full suite of financial tools, and expert advice—all coupled with a personal touch.

Every day we ask ourselves how we can make things easier, faster, or better. We do this for one reason: You. At Ascend we know we can make a difference in the financial lives of our members. By providing the best services, constantly striving to improve, and responding to our members' needs, we know that we are raising possibilities for them.

Welcome to personal financial service that aims higher.  
Welcome to Ascend.

Sincerely,



Caren Gabriel

President and CEO



**Important Notice**

Ascend Federal Credit Union agreements and disclosures are contained in this booklet. Please keep this booklet for your records. The agreements and disclosures are for your reference, and they are subject to change at any time, with notice if required by law.

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## Membership Eligibility

Membership in Ascend is extended to individuals who belong to select employee groups, current members' immediate family members, and in some instances, permanent household members of existing members.

To become a member, you must purchase at least one share by depositing \$5 into a savings account. This is not a membership fee. The deposit will earn dividends and can be withdrawn upon closing your account. To open your savings account, you will need to complete and sign an account application.

Once your savings account is established, you will be eligible for all other credit union services and accounts for which you qualify.

Once you become a member of Ascend, members of your immediate family, who are defined as grandparents, parents, spouse, children, grandchildren, brothers and sisters, are also eligible for membership.

Please note that members causing a loss to Ascend may not be eligible for any services or continued services other than a savings loss account.

To find out how you can join, contact Ascend at 800-342-3086.

## USA PATRIOT Act Notice

The USA PATRIOT Act has paved the way for financial institutions to help prevent fraud, identity theft, and the spread of terrorism by requiring financial institutions to obtain more information on new accounts.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government comply with the requirements of the USA Patriot Act, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying document, including your Social Security number.

## Credit Union Service Descriptions

### ATM Cards

Use your Ascend ATM card at thousands of ATMs worldwide. Please refer to the "Rate and Fee Addendum: Deposits" for information on fees applicable to network transactions.

### Financial Education Resources

We make financial education resources available on our website. These resources include budgeting guidance, financial calculators, homebuying tips, and how to use credit wisely. Learn more at [ascend.org](http://ascend.org).

### Christmas Club Accounts

Ascend offers a special club account to assist members in saving for the Christmas holidays. Convenient deposit options include automatic transfer, by mail, via online banking, or at any Ascend branch.

### Credit Cards

Ascend offers a Visa® Platinum and a Visa® Platinum Rewards card to members, with no annual fee at competitive interest rates. Offerings are subject to certain qualifications.

## Consumer Loans

Whatever your borrowing needs, Ascend may be able to assist you with the many loans available based on certain terms and conditions, including your credit history:

- New and Used Auto Loans
- New and Used Recreational Loans
- Signature Line of Credit Loan
- Loans against Savings or Certificates

## Business Loans

Ascend has a wide range of loans to fit your specific business needs. Our business specialists will work with you to find the right solution for your organization:

- Business Mortgage and Construction Loans
- Business Term Loans
- Commercial Lines of Credit

## Credit Life and Disability Insurance

Our credit life and disability insurance programs provide important financial protection to you and your family. It's a simple, affordable way to make sure that your loan is taken care of, even if the unexpected happens. Credit life insurance is designed to pay off your loan balance if you die. And if you become disabled, credit disability will help make your loan payments while you're getting back on your feet. Ask about credit life and disability insurance when you take out a loan. It's a small price to pay for peace of mind.

## Electronic Services

Our website, [ascend.org](http://ascend.org), contains a wealth of information, from current rates and promotions to product descriptions and loan applications. It's also the gateway to online banking.

Use online banking to view account balances, transfer funds between accounts, make loan payments, order checks, receive electronic statements, and view images of cleared checks.

You can also\*:

- Get a better picture of your finances with the free Money Management tool.
- Get personalized cash-back offers based on your shopping history and spending patterns with Purchase Rewards using Ascend's debit card.
- Send money to friends or family using just their email address, mobile phone number or account number with Popmoney.
- Make transfers between financial institutions easier with Funds Transfer.
- Chat with an Ascend Service Representative securely without leaving your online banking session.
- Use online bill pay to automatically pay your recurring bills every month, or manually schedule bills to be paid when you choose. Payments are automatically deducted from your checking account.
- An electronic statement is an electronic version of your monthly statement, and it's located within our online banking platform. You can download and print a copy of your electronic statement or save it on your computer. Accounts for which electronic statements have not been elected will receive a monthly fee.

\*Certain restrictions apply.

Our free and secure electronic services keep you connected to your accounts. Download the Ascend mobile app and manage your credit union accounts at the touch of a button. Monitor account balances, view images of canceled checks, transfer funds between accounts, and pay bills with online bill pay.

Download the Card Control by Ascend app to enable or disable your Ascend debit or credit card at the touch of a button. You can also get alerts and block your card for different transaction types. Use your Ascend debit and credit cards with Apple Pay®, Samsung Pay™, Fitbit Pay™, Google Pay™ and Garmin Pay™. Adding your Ascend debit and credit cards to your cell phone's mobile wallet is very secure. When you present your Ascend card from your mobile wallet, a virtual account number is generated, so your actual account number is never given to the merchant.

#### **Free Notary Service**

Provided to all credit union members free of charge.

#### **Debit cards**

Ascend's debit card is available to credit union members with checking accounts. Purchase amounts are automatically deducted from your checking account. There's no check to write, and you can use your card at thousands of ATMs worldwide. Please refer to the "Rate and Fee Addendum: Deposits" for information on fees applicable to network transactions.

#### **Guaranteed Asset Protection (GAP)**

GAP is a non-insurance product that covers the "gap" between a vehicle's value and the amount owed. Ascend provides you the option to purchase this service because most insurance policies only cover the value of the vehicle – something that rapidly declines during the first few years of ownership. If your vehicle is stolen or involved in a major accident, your loan balance could be higher than the value of the vehicle. GAP protects you and your investment from substantial loss.

#### **Indirect Lending Program**

This convenient program allows you to have your Ascend auto loan completed right at the dealership where you're buying your next vehicle. All participating dealers have Ascend auto loan rates and application forms ready for you at their office. Visit [ascend.org](http://ascend.org) for a complete list of participating dealerships.

#### **IRAs**

A full line of Individual Retirement Account investments is available.

#### **Mechanical Repair Coverage**

This is insurance that pays for the cost of covered vehicle repairs less any deductible. Ascend offers a variety of plans with various coverage options and costs. Regardless of the plan you choose, the insurance offers these benefits: Rental reimbursement; 24-hour emergency roadside assistance; travel expense reimbursement; good at any authorized repair facility in the U.S. or Canada; no out-of-pocket expense, except for any deductible; and it is transferable (if you sell your vehicle privately, the coverage can be transferred).

#### **Internet Home Page**

Please visit our site [ascend.org](http://ascend.org).

#### **Member Newsletter**

You will regularly receive our newsletter which keeps you up-to-date on promotions and important Ascend issues.

#### **Ascend Retirement and Investment Services\***

Ascend Retirement and Investment Services\* are designed exclusively for Ascend members. This service offers various insurance and investment programs that complement traditional credit union savings plans. These include money management, insurance, retirement, investment, estate and tax planning. For complete details, visit [ascend.org](http://ascend.org) or call 800-342-3086.

\*Securities sold, advisory services offered through CUNA Brokerage Services, Inc. (CBSI), member FINRA/SIPC, a registered broker/dealer and investment advisor. CBSI is under contract with the financial institution to make securities available to members.

**Not NCUA/NCUSIF/FDIC insured. May Lose Value. No financial institution guarantee. Not a deposit of any financial institution.**

#### **Health Savings Account (HSA)**

Ascend offers a special type of account called a Health Savings Account (HSA). Members with HSA-qualified health plans may use this account to cover "first dollar" medical expenses, including deductibles and prescriptions.

#### **Money Market Account**

What if you want your funds to be easily accessible, but you want a better rate than a savings account? Consider Ascend's Money Market account. Two key advantages make this account attractive to savers:

1. **The more you save, the better your rate.** It just takes \$2,500 to open an account. The account is tiered to earn a higher Annual Percentage Yield (APY) for balances maintained over \$2,500, and the rate you earn grows the more you save.
2. **You can make six free withdrawals per month.** If you need to make more, it's just \$10 per transaction.

This account is a great saving option for large purchases or if you're looking for a safe, accessible place to park your emergency fund.

#### **Direct Deposit and Automatic Transfer Options**

Direct deposit is a voluntary program which allows you to have your pay check deposited directly to your savings or checking account. With direct deposit, you can have immediate access to your check via your checking account, ATM card, debit card or online banking.

To sign up for this free service, complete a direct deposit authorization form. Your employer must participate in the direct deposit program for you to use this service.

Automatic transfers make it easy for you to save or make your credit union consumer loan payments. Transfers are made automatically from your account, and you decide the date and the amount you want to transfer. Should you ever change your mind, you can make changes to the transfer or stop automatic transfers completely without penalty.

#### **Checking Accounts**

Ascend offers several types of checking accounts, including Legacy and Preferred. Please see "Rate and Fee Addendum: Deposits" regarding the initial opening deposit.

The Preferred checking account earns dividends and features many useful benefits that offer peace of mind (ask a Member Service Representative for a complete list). There is a small monthly fee for this account. For a simple checking account with no dividends or perks, we offer Legacy checking.

Certain terms and conditions apply. Please see "Rate and Fee Addendum: Deposits" for applicable fees.

The dividend rate for Preferred checking is set monthly. Dividends are earned on the daily balance and credited to accounts monthly.

Regardless of the checking account you choose, you can protect yourself from the embarrassment and cost of an overdraft by signing up for overdraft protection (subject to applicable terms and conditions). You can elect to have overdraft coverage from your savings account, a loan, or a combination of both. You must have proper documents signed and approved before your overdraft coverage is valid.

Another type of checking Ascend offers is called Rebuild checking™. Life events and old habits can derail a budget. To help Ascend fulfill our brand promise of educating and helping members become effective financial stewards, we offer Rebuild checking. This account is for members who are not eligible for Preferred or Legacy checking, and if used properly, it can help people break the cycle of payday lending dependency. After one year of successfully maintaining a Rebuild checking account, members can request the account be converted to a Legacy or Preferred checking account.

Certain terms and conditions apply. Please see "Rate and Fee Addendum: Deposits" for applicable fees.

### Real Estate Loans

Ascend offers a wide variety of mortgage and home equity products with competitive rates and reasonable terms. If you already own a home and want to make renovations or a major purchase, you can take advantage of your home's value with an equity loan or line of credit from Ascend. Ascend is an Equal Housing Lender and does business in accordance with the Equal Credit Opportunity Act.

### Safe Deposit Boxes

Several sizes of low-cost safe deposit boxes are available to members at many of our branches.

### Share Certificates

A full line of certificate investments is available with a higher Annual Percentage Yield (APY) than our savings account.

### Savings Account

A savings account earns dividends on a monthly basis. To open your savings account, you will need to complete and sign an account application and purchase at least one share by depositing \$5 into the account. Once the savings account is opened, your membership is established and you may access all the other Ascend services, subject to applicable terms and conditions. Please see "Rate and Fee Addendum: Deposits" for applicable fees.

### STAR (Simple Touchtone Audio Response)

When you're on the go, we've got your number. With STAR, you can manage all of your Ascend accounts by phone, 24/7. Call 800-342-3086 or visit any

Ascend branch to receive a temporary personal identification number (PIN). Then, you can access STAR in one of the following ways:

- Call 800-342-3086 and select the appropriate menu option when prompted.
- Call STAR directly by dialing 800-342-8663 or 931-455-8663.

Please note that you will be required to change your PIN the first time you access STAR.

After entering your account number and updating your PIN, you will only be presented with menu options for Ascend products you have. An automated voice guides you step by step through managing your account.

### Toll-Free Line

A nationwide toll-free number is available to all members: 800-342-3086.

### U.S. Savings Bonds

Bonds may be redeemed at any of our offices.

### Visa® Gift Cards

Visa gift cards are available in a variety of denominations from \$10 to \$500. The lucky recipient of your gift can use the card virtually anywhere Visa is accepted! See the fee schedule on the "Rate and Fee Addendum: Deposits" to confirm the service fee.

### Visa® TravelMoney Card

Visa TravelMoney combines some features of a traveler's check with the convenience of plastic.

Use this reloadable card to make purchases at all Visa locations domestically and internationally. Simply deposit funds from your Ascend checking or savings account via a secure website, present your card at the time of purchase, and the amount will be deducted from the card balance. You can also use the card to withdraw cash at ATMs. You can cancel the Visa TravelMoney card if it's lost or stolen, and you can easily transfer use of the card to your spouse and children. For complete details, terms and conditions about Visa TravelMoney, call 800-342-3086 or visit your nearest Ascend branch.

### Youth Account

We offer an account for members 24 and younger to help them create wise saving and spending habits early. Certain terms and conditions apply. Please see "Rate and Fee Addendum: Deposits" for applicable fees.

## Membership Agreement

You hereby make application for membership and agree to conform to the bylaws, as amended, of Ascend Federal Credit Union. You also agree to the terms and conditions of any account that you have in Ascend now or in the future and agree that Ascend may change those terms and conditions from time to time with or without notice. You certify that you are within the field of membership of Ascend and the information provided on your membership application is true and correct.

You understand that any financial service provided by Ascend may only be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed a default and such service and/or other related services may be terminated at Ascend's sole discretion. You further agree, should illegal use occur, to waive the right to sue for such

illegal activity directly or indirectly related to it. You also agree to indemnify and hold Ascend harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal or fraudulent use.

You understand that if you are in default on a financial obligation, federal or other applicable law gives Ascend the right to apply the balance of funds and dividends in all individual and joint accounts you have to satisfy all sums in default on any type of account or loan balance due, including costs of collection and reasonable attorney fees. If you are in default, Ascend may exercise its right without further notice to you at any time.

It is further agreed that:

- (a) Only Ascend approved methods may be used to make withdrawals from any account.
- (b) Ascend is under no obligation to pay an electronic funds transfer transaction that exceeds the available balance in any account. Refer to the fee schedule on the "Rate and Fee Addendum: Deposits" for nonsufficient fund (NSF) fees.
- (c) Any objection respecting any item shown on a periodic statement of a savings account must be made in writing to Ascend before the end of 60 days after the statement is mailed. After 60 days, other restrictions will apply.
- (d) This account is subject to Ascend's right to require advance notice of withdrawal.
- (e) This account is also subject to such other terms, conditions, and service charges as Ascend may establish from time to time with or without prior notice.
- (f) If a negative balance occurs, Ascend has the right and authority to transfer funds from any other account(s) of the Primary Owner, or if applicable the Joint Owner, to bring the account out of a negative balance.
- (g) You understand and agree that excessive electronic fund transfers causing NSFs could result in immediate closure of your account or denial of other benefits without prior notice.

Members' accounts are not transferable. This agreement supersedes all prior agreements.

## Account Designation Explanation

### Member as Sole Owner

Account can only be accessed by member. Upon death of member, funds in the account are payable to the member's estate or as otherwise allowed by law.

### Member as Sole Owner Designates Beneficiary Upon Death

The member, as sole owner, hereby instructs Ascend to pay any balance remaining in this account at the time of death together with any proceeds of said balance to the beneficiary designated on your most recent Account Application.

### Joint Tenants with Right of Survivorship

Each Joint tenant hereby instructs Ascend to recognize any of the signatures on your Account Application in the payment of funds or the transaction of any business for this account. The Joint Owners of this account hereby agree with each other and with Ascend that all sums paid into this account by any or all Joint Owners with all accumulations thereon, are and shall be owned by them jointly with the right of survivorship and be

subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge Ascend from any and all liability from such payment regardless of the circumstances. Any or all of said Joint Owners may pledge all or any part of the monies in this account as collateral security to a loan or loans at Ascend, with certain exceptions. Joint Owners agree that the Primary Owner may remove the Joint Owner from the account without notice.

Joint Owners also agree to the terms and conditions of the account on the Account Application and as established by Ascend from time to time and as governed by law.

### Joint Tenants with Right of Survivorship with Designated Beneficiary Upon Death of All Owners

Each Joint Owner hereby instructs Ascend to recognize any of the signatures on your Account Application in the payment of funds or the transaction of any business for this Account. You instruct Ascend to pay any balance remaining in this Account at the time of death of the last surviving owner together with any proceeds of said balance to the beneficiary designated on the most recent Account Application unless otherwise mandated by law. The Joint Owners of this Account hereby agree with each other and with Ascend that all sums paid into this Account, by any or all of said Joint Owners with all accumulations thereon, are and shall be owned by them jointly with the right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge Ascend for any and all liability from such payment regardless of the circumstances. Any or all of said Joint Owners may pledge all or any part of the monies in this Account as collateral security to a loan or loans at Ascend, with the exception of Money Market, Christmas Club, checking, HSAs, IRAs or escrow accounts. Joint Owners agree that the Primary Owner may remove Joint Owner from the Account without notice. Joint Owners also agree to the terms and conditions of the Account on the Account Application and as established by Ascend from time to time.

### Additional Authorized Signatory

You designate the person whose signature appears on the Account Application as an additional authorized signatory with authority during your lifetime to withdraw funds from this account. Funds remaining in the account upon your death may become part of your estate. You authorize Ascend to release all funds in the account or to honor checks, or orders, drawn by or withdrawal requests from such authorized signatory until notified of revocation of such authority or of your death. Authorized signatory agrees to any terms and conditions of the account as established by Ascend from time to time.

## Checking Account Agreement and Health Savings Account (HSA) Checking Account Agreement

You hereby authorize Ascend to establish this checking account for you. Ascend is authorized to pay checks signed by you (or by any Joint Owner) and to charge all such payment against the funds in this account. Checks signed by you means (1) checks that bear your signature or mark, and (2) checks issued by a third-party bill-payer service at your request and on your authorization. In addition, if you give your account number to a third party, you authorize Ascend to honor transactions initiated by the third

party even if you did not specifically authorize a particular transaction.

It is further agreed that:

- (a) Only checks and other methods approved by Ascend may be used to make withdrawals from this account. All paper items must be compliant with financial industry standards and Credit Union specifications. Non-compliant items will be declined.
- (b) Ascend is under no obligation to pay a check that exceeds the fully paid and collected checking balance in this account. Refer to the fee schedule on the "Rate and Fee Addendum: Deposits" for nonsufficient fund (NSF) fees. If overdraft protection is selected, Ascend may pay such checks and transfer funds to this account in the amount of the resulting overdraft, from other regular savings accounts from which the owner is then eligible to withdraw funds and/or as a request for an advance for the exact amount from this loan account if sufficient to permit Ascend to pay such check and credit the loan advance to this account, subject to certain terms and conditions.
- (c) Ascend may pay a check on whatever days it is presented for payment, notwithstanding the date (or any limitation on the time of payment) appearing on the check.
- (d) When paid, checks become the property of Ascend and will not be returned either with the periodic statements of this account or otherwise.
- (e) Except for willful misconduct, Ascend is not liable for any action it takes regarding the payment or nonpayment of a check.
- (f) Any objection respecting any item shown on a periodic statement of this account is waived unless made in writing to Ascend before the end of 60 days after the statement is mailed.
- (g) This account is subject to Ascend's right to, unless otherwise allowed by law, require advance notice of withdrawal, as provided in its bylaws.
- (h) This account is also subject to such other terms, conditions, and service charges as Ascend may establish from time to time with or without notice.
- (i) If a negative balance occurs, Ascend has the right and authority to transfer funds from the other account(s) of the Primary Owner (or the Joint Owner) to bring this account out of a negative balance (not applicable to HSA checking accounts).
- (j) You understand and agree that excessive returns or overdrafting could result in immediate closure of your account without prior notice.

## Checking Account Overdraft Protection

*Not applicable to HSA checking accounts.*

Checking accounts offer overdraft protection (pre-arranged coverage for overdrafts that may occur). When you open your checking account, or anytime after your account is opened, you may sign up for different overdraft protection options. One option is for the amount of the overdraft to be transferred from your regular savings account. Six transfers per month can be made at no charge (please refer to the fee schedule on the "Rate and Fee Addendum: Deposits"). All this option requires is your signature and approval. If you choose this option, the exact amount of the overdraft will be transferred from your savings account if it is available. For this option, Joint Owners designated on your checking account must also be joint on the savings account.

A second option is overdraft coverage through a signature line of credit

loan. With this option, the overdraft amount will be set up on a signature line of credit loan with the current rate of interest. This option requires that you and any Joint Owner, if applicable, complete a loan application and be approved.

The third option allows you to combine the first two options by requesting that the overdraft amount be transferred from your regular savings account if the money is available. If the money is not available, then the overdraft amount would be set up on an approved signature line of credit loan, if you choose. This can also work in reverse. If you overdraft, the loan will be extended to cover it up to your approval limit. If the loan does not completely cover the overdraft, the remainder will be taken from your savings account if it is available.

If the funds are not available in the overdraft option or options you have selected above, or if you do not have this or any other overdraft protection, a fee will be charged for each returned check. (See "Rate and Fee Addendum: Deposits" for the amount of the fee). Any signature line of credit loan delinquent by 14 days or more voids loan overdraft protection, and will result in a hold for the amount of the delinquency being placed on your savings account. In this case, funds may not be available for transfer from your savings account to clear the check resulting in a returned check and the corresponding fee. See overdraft disclosures below.

### Overdraft Advantage

Overdraft Advantage is a different type of overdraft protection and is a discretionary service offered to qualifying members with checking accounts. This service may pay an overdrawn amount and prevent a check from being returned to the merchant. If you qualify and elect to opt-in to the Overdraft Advantage program for your debit card, we will also strive to pay ATM and point-of-sale transactions with your card. Standard overdraft fees apply, but you may be spared the expense of paying fees charged by merchants or the embarrassment of a declined card transaction. Ascend is under no obligation to pay items when your account has nonsufficient funds (NSF) even if previous NSF transactions were paid. Overdraft Advantage means we will strive to pay your overdrafts when possible at those times when your available account balance is not sufficient to cover payments at the time they are presented to us and posted to your account. See additional overdraft disclosures below.

## Important Information Regarding the Overdraft Advantage Program

Accounts in "good standing" are those in which Overdraft Advantage overdrafts are paid in a timely manner, all Ascend loans are current, and there is no evidence of account abuse or fraud.

Ascend will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the Overdraft Advantage fee per paid item will be deducted from the overdraft limit.

We may refuse an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if you account is not in good standing, or if based on our review of your account management, we determine that you have too many overdrafts, you are using Overdraft Advantage as a regular line of credit, or there is evidence of account abuse or fraud.

The amount of any overdraft including our fee for each item (paid or returned) that you owe us shall be due and payable upon demand no later than 45 calendar days after the creation of the overdraft.

## Overdraft Disclosures

This describes the circumstances when we will pay overdrafts in your checking account and charge you a fee. "Overdraft" means there is not enough available balance in your account to pay for a transaction at the time it is presented to us and posted to your account. If we pay for an overdraft, we will charge a fee of \$25 or the current rate described in our "Rate and Fee Addendum: Deposits," which is updated periodically.

Please note that for ATM and one-time debit card transactions, you must affirmatively opt-in to this coverage. Without your consent, we may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient available funds in your account.

The following is important information regarding your account balance, how transactions are posted to your account, and when an overdraft fee will be charged. You should read these disclosures carefully. If you have questions, please see a branch representative or call 800-342-3086.

### Your Checking Account Balance

Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your **actual** balance is the full amount of all deposits to your account, even though some portion of a deposit may be on hold and may not be available to you, less payment transactions that have actually "posted" to your account, but not payment transactions that have been authorized and are pending. Thus, while the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.

Your **available** balance is the amount of money in your account that is available to you to use. The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that Ascend has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on your account for \$20. Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20.

Available balance at the time payment transactions are posted to your account (not when they are authorized) is used to determine when your account is overdrawn. The following example illustrates how this works:

Again, assume your actual and available balances are both \$50, and you swipe your debit card at a restaurant for \$20. A hold is placed on your account, so your available balance is only \$30. Your actual balance is still \$50. Before the restaurant charge is sent to us for processing, a check that you wrote for \$40 clears. Because you have only \$30 available (you have committed to pay the restaurant \$20), your account will be overdrawn by \$10, even though your actual balance is \$50. In this case, we may pay the \$40 check, but you will be charged an overdraft fee of \$25. That fee will be deducted from your account, further reducing the balance. And, when the restaurant charge is presented for payment and posted to your account, you will be charged another fee, even though your available balance was sufficient at the time this payment was authorized, because the available balance is negative at the time the transaction is presented for payment and posted.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from or posted to your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three business days of authorization (or for up to 30 business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

### How Transactions are Posted to Your Account.

There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Most deposits are added to your account when we receive them. For some checks you deposit, only \$200 will be made available at the time of deposit; the balance will be available two business days later. There may be extended holds on checks over \$5,000 or in other circumstances. Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section of your Membership Agreement entitled "Availability of Funds Disclosure."

**Debits.** There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and

Ascend is not necessarily in control of when transactions are received.

- Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally reduce the available funds in your account by the amount of the authorization request. We refer to this as an "authorization hold." Authorization holds are deducted from your available balance immediately but not your actual balance until after you sign for the transaction and it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. Please note: the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.
- Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.
- ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH payment transactions are paid in the order they are presented in the data file we receive from the Federal Reserve.
- Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.

This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we chose as permitted by law.

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one \$25 fee if we pay multiple transactions when your account is overdrawn. In addition, we may receive multiple withdrawal attempts on a single transaction. This means that you may be charged a \$25 fee each time it is presented.

**The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.**

## Arbitration

All disputes or claims arising out of or relating to the provisions contained in Ascend Member Service Guide, or your use of any Ascend products and services, or the relationships that arise from either, whether based in contract, tort or otherwise, except for claims relating to Ascend debt collection or estate matters, shall be resolved by binding individual arbitration under the expedited procedures of the AAA Consumer-Related Disputes Supplementary Procedures.

This arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the US Code. The filing fees and costs of the arbitrator shall be paid by Ascend. However, the parties shall each be responsible for and pay their respective costs, including attorneys' fees, incurred by them in preparing and presenting their cases during the arbitration proceedings. Arbitration hearings will be held at a location that is within 50 miles of a member's residence at the time the arbitration is commenced, to be designated by the arbitrator, or at another location if mutually agreed. A single arbitrator will be appointed by the AAA and will be an attorney or a retired judge. The arbitrator shall have experience and knowledge of financial transactions. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including but not limited to issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement of arbitration under this agreement shall be deemed the commencement of an action for such purposes.

The arbitration shall be solely between the parties to this agreement and no class arbitration or other representative action shall be permitted, nor shall the arbitration be joined or consolidated with any other arbitration. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrator. Where mandatory arbitration is prohibited by law, the exclusive forum for any litigation arising out of or relating to Ascend's Member Service Guide or your use of Ascend's products and services, or the relationships that arise from either, shall be a Court in Coffee County, Tennessee. Neither Ascend nor you shall invoke rights to arbitration for individual collections, judgment or estate related matters filed in small claims or probate court.

**YOU AND ASCEND HEREBY MUTUALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER PARTY WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.**

This process does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. **If you do not choose to consent to arbitration, you can opt out by sending a written request to Ascend within 60 days of your receipt of this agreement.** The opt-out shall be in writing, signed by you and mailed to Ascend Legal Department at P.O. Box 1210, Tullahoma, TN 37388. Opting out of this arbitration clause will not affect any other rights and obligations you or Ascend have under the terms of the Member Service Guide or other Ascend documentation.

## Electronic Funds Transfer Disclosure

Below are your rights and responsibilities when using Electronic Funds Transfer (EFT) services offered or accepted by Ascend. These rules govern the relationship between Ascend and each person authorized to use any of our electronic funds transfer services. Please read the following carefully and retain this copy with your Ascend records.

### EFT Services Available

The following services are offered or accepted by Ascend, and allow you to access your Ascend account 24 hours a day.

- (a) Automated Teller Machines (ATMs). Use your Ascend ATM card at thousands of ATMs worldwide to:
- Withdraw cash from your savings, checking, and Money Market accounts;
  - Make deposits to your savings, checking, and Money Market accounts;
  - Make open-end loan advances; and
  - Make inquiries about your account.

All transactions listed here may not be available at all ATMs. (If you use an ATM that is not affiliated with us, you may be charged a fee by the ATM operator and/or by any national or local network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction).

ATM cards are not available for HSA checking accounts.

- (b) Simple Touchtone Audio Response (STAR). STAR is Ascend's touchtone telephone service which allows you to access the following services:
- Change your STAR personal identification number (PIN).
  - Check the balance of checking, savings, loans, credit cards, mortgage, certificates, and IRAs.
  - Check pending and recent transactions, loan history and credit card transactions.
  - Transfer funds between accounts on which you have ownership interest.
  - Transfer funds to and from another member on accounts where you have cross account access established.
  - Request a check withdrawal.
  - Make credit card payments.
  - Report a lost or stolen debit or credit card.
  - Review or request a stop payment.
  - Request a check copy.
  - Request a monthly statement.
  - Request an IRS form 1099-INT.
- (c) Automated Clearing House (ACH) Deposits and Withdrawals. ACH allows you to receive pre-authorized deposits to and withdrawals from your Ascend accounts. This service allows you to pay or receive recurring payments, subject to certain terms and conditions.
- (d) Debit card. The debit card can be used at Visa® Merchant terminals (any terminal by which a merchant electronically verifies the authorization for use of a Visa Debit Card) to purchase goods and services in POS transactions (use of the card to pay a merchant for goods and services at point-of-sale). Use your debit card as an ATM card to easily access your available funds at thousands of ATMs worldwide.

- (e) Online banking is the fast, free and convenient service that lets you access your accounts online to complete most transactions. It offers you maximum convenience through the provision of 24-hours-a-day, seven-days-a-week access to your credit union account from the comfort of your home or office via the Internet. The delivery of your transaction information is real-time and accurate. With online banking, you may access the following:
- Transfer funds between your savings, checking, HSA checking, or Line-of-Credit accounts;
  - Make account to account transfers, provided you are a Joint Owner on said accounts;
  - Make loan payments on your Ascend accounts;
  - Determine which checks have cleared;
  - Verify your account balance;
  - Order checks online;
  - Make application for consumer, home equity, and mortgage loans;
  - Pay bills electronically;
  - Receive statements electronically.
- (f) Point-of-Purchase Transactions and Accounts Receivable Check Entries. Ascend allows electronic check transactions to post to member's checking accounts.
- (g) HSA debit card. The HSA debit card can be used at Visa-Merchant terminals (any terminal by which a merchant electronically verifies the authorization for use of a Visa Debit Card) to purchase goods and services in POS transactions.

### Card Ownership Termination

All cards remain our property and shall be surrendered immediately to Ascend upon request. We may terminate your privilege of using the card and may withhold approval of any transaction at any time without notice to you.

### Personal Identification Number (PIN)

Some electronic services require a PIN for access. When a PIN is made available to you to access any Ascend service, it is your responsibility to safeguard that information. If a PIN is associated with a card, do not keep your card and PIN in the same place. Try to memorize your PIN and do not reveal it to anyone.

### Member Liability

Tell us AT ONCE if you believe your card has been lost or stolen. Contacting us immediately is the best way of keeping your possible losses down. You could be responsible for all the money in your account (plus your maximum overdraft line of credit unless protected by law). If a transaction was made with your card or card number without your authorization, and is either a Visa® or Interlink transaction, you will have no or only a certain amount of liability for the transaction, unless you were grossly negligent in the handling of your account or card. Your liability for unauthorized use of your card or account will be determined under the following paragraphs for transactions that are not Visa or Interlink transactions, for transactions at ATMs, or if you were grossly negligent in the handling of your account or card.

If you tell us within two business days, you can be responsible for no more than \$50 if someone used your card without your authorization. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN, you could be responsible for as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money that was taken from you after the 60 days. If a good reason (such as an unexpected circumstance or a hospital stay) kept you from telling us, we may extend the time periods.

#### For Debit Card Users

In the United States, lost or stolen debit cards should be reported directly to 800-250-9655 if Ascend is closed.

#### Address and Telephone Numbers

If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your authorization, immediately call: **931-455-5441** or **800-342-3086**

or write:

**Ascend Federal Credit Union**  
**P.O. Box 1210**  
**Tullahoma, Tennessee 37388**

#### Charges For Transfers (Fees)

Refer to the fee schedule on the "Rate and Fee Addendum: Deposits" for the following:

- (a) Automated Teller Machines (ATMs)
- (b) Simple Touchtone Audio Response (STAR)
- (c) Automated Clearing House (ACH)
- (d) Debit Cards
- (e) Online Banking
- (f) Point of Purchase Transactions and Accounts Receivable Check Entries
- (g) Foreign Transaction Fee (Visa® card, debit card, HSA debit card, ATM card)

Ascend reserves the right to establish and maintain service charges and/or transaction fees and may change such fees and charges from time to time.

(If you use an ATM that is not operated by us, you may be charged a fee by the ATM operator and network used in processing the transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction).

#### Disclosure of Account Information

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

- (a) When it is necessary for completing transactions; or
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (c) In order to comply with a government agency, court orders or other legal mandates; or
- (d) If you give us your permission; or
- (e) As required by law.

#### Documentation of Transfers

You may receive receipts, statements or notices, according to the type of service you use, so you will have a record of your electronic funds transfers. You can get a receipt at the time you make any transfer to or from your account when using an automated teller machine. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800-342-3086 or 931-455-5441 to find out whether or not the deposit has been made. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

When using online banking, you will receive a confirmation screen with reference information after every transfer you make. You may save or print this information for your records. Your monthly statement will show all electronic fund transfers.

#### Business Days of Ascend

Our business days for purposes of this disclosure are Monday through Friday. Saturday, Sunday, and holidays are not business days and are considered part of the following business day.

#### Limitations on Transfers

The following limitations for dollar amount will apply when using the services listed above. For security reasons, the number of ATM, debit card and HSA debit card transactions within a 24-hour period has been limited.

- (a) Dollar Amounts:
  - ATM Transactions – You may withdraw up to \$500 or the available balance in your account, whichever is less, from our ATMs each 24-hour period.
  - Debit Card and HSA Debit Card – Purchases made with your card are limited to \$3,000 or the available balance in your checking account, whichever is less, each 24-hour period. With your debit card, you may withdraw up to \$500 or the available balance in your checking account, whichever is less, from an ATM each 24-hour period.
- (b) Payment Transfers via Online Bill Pay:
  - Deductions made to transact payments using online bill pay are from checking accounts only.

#### Right to Stop Payment

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call us at 800-342-3086 or 931-455-5441 or write us at P.O. Box 1210, Tullahoma, Tennessee 37388, in time for us to receive your request three business days or more before the payment is scheduled to be made. If the request is made verbally, we may also require your request in writing and our receipt of said request within 14 days after your initial verbal notice. (You will be charged a fee as disclosed in the fee schedule on the "Rate and Fee Addendum: Deposits" per request for each stop-payment order you give).

If the amount of these regular payments will vary, we must be notified of the amount of the payment at least 10 business days prior to the date of each payment. No stop payment request is guaranteed.

With online bill pay, you may cancel a pending bill payment by going to the View Payments screen, selecting the payment to be canceled, and clicking on Delete Payment. Payments may be canceled only when they are found on the View Payments screen.

Once the transaction is completed, the amount is debited from the account, and the transaction may be seen on Bill Payment History.

#### **Our Liability if We Fail to Make Certain Transfers**

Our failure to complete a transfer on time or in the correct amount, to or from your account, when you have properly instructed us to do so, may result in us being liable to you for damages subject to certain requirements. There are, however, some exceptions to our liability. We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on your signature line of credit loan;
- If the terminal or system was not working properly, and you knew of the breakdown before you began the transfer;
- If circumstances beyond our control (such as fire, flood, or equipment malfunction) prevent the transfer, despite reasonable precautions that we have taken;
- If the ATM where you are making the transfer does not have enough cash;
- If we have identified you as a credit risk and have chosen to terminate your subscription to services;
- With online bill pay, if you do not obtain confirmation at the time you initiate a payment and/or transfer;
- With online bill pay, if you have not provided us with the correct information for those merchants to whom you wish to direct payment or accounts to which you wish to make the transfer;
- With online bill pay, if the merchant mishandles or delays handling payments sent by us; or
- There may be other exceptions not stated in this disclosure.

You may recover only your actual damages if our failure to make a transfer resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid such error. (With online bill pay, maximum reimbursement cost is disclosed in the fee schedule on the "Rate and Fee Addendum: Deposits.")

#### **Limitations on Ascend's Responsibilities**

Ascend is not liable for any personal injury, tangible, property, or other damage suffered or incurred by you through use or attempted use by you of the card at any ATM.

#### **In Case of Errors or Questions About Your Electronic Transfers**

Telephone us at 800-342-3086 or 931-455-5441, or write us at Attn: Accounting/General Ledger Department, P.O. Box 1210, Tullahoma, Tennessee 37388, immediately if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. You must notify us no later than 60 days after we

send the first statement on which the problem or error appears. We will require the following information:

- (a) Your name and account number;
- (b) A description of the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information; and
- (c) The dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days (20 business days if you give notice of an error within 30 days after you make the first deposit to your account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 business days (90 business days 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 transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories) to investigate your complaint or question unless otherwise mandated by law.

Upon request, we may credit your account within 10 business days (20 business days if you give notice of an error within 30 days after you make the first deposit to your account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

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

If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. Any funds credited during the investigation period will then be debited from the account.

You may request copies of the documents that we used in our investigation in writing. Other requirements and obligations may apply as required by law.

## **Debit Card Agreement and Health Savings Account (HSA) Debit Card**

These rules govern the relationship between Ascend and you if issued or authorized to use the debit card (Card). We may change the terms and/or conditions of this agreement without notifying you unless required by law to do so. When you use your Card for any type of account, you are bound by the standard terms of that account. Acceptance, retention, or use of the Card by you constitutes an agreement between you and Ascend as follows:

#### **Use and Ownership of Card**

You have asked Ascend to issue you a Card, and replacements of it from time to time at our option. You have also asked that the Card be encoded and validated so that the Card may be used to purchase goods and

services in Point-of-Sale (POS) transactions at places that have agreed to accept the Card. The Card remains the property of Ascend and shall be surrendered immediately to Ascend upon request. We may terminate your privilege of using the Card and may withhold approval of any transaction at any time.

#### **Overdrafts**

If use of your Card overdraws your account, you will be notified and you agree to make immediate payment to Ascend of the amount of any such overdrafts together with such service charges as we may impose in accordance with applicable laws and Ascend's practices. You also agree to pay all costs of collection, including but not limited to, attorney fees. Whenever your account is overdrawn, we have the right to return unpaid checks or other orders on your account which are presented to Ascend and to assess a service fee per item as disclosed in the "Rate and Fee Addendum: Deposits." If your account has an overdraft line of credit associated with it, the terms and conditions contained in your Credit Agreement (or other applicable agreement) will control, with respect to overdrafts of your account, regardless of whether they result from POS transactions, cash withdrawals, use of checks or any other card or device. See Overdraft Disclosures.

#### **Authorization to Debit or Credit Account**

Each time your Card is properly used, you authorize Ascend to debit or credit your account (whichever is appropriate) for the total amount shown on any sales check, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and Ascend is permitted to handle such checks, orders, and vouchers in the same way it handles authorized checks drawn on your account.

#### **Refunds on POS Transactions**

Cash refunds will not be made on any POS transactions made with your Card. If the merchant involved with one of your POS transactions gives you any credit adjustment for the goods or services you purchased, the merchant will do so by sending us a credit slip which we will apply to your account. You must deal directly with the merchant on any claim or defense with respect to goods or services purchased by a POS transaction in dispute, plus any other appropriate charges we may be authorized to make. Ascend has no responsibility for issues arising from POS transactions.

#### **Agreement to Comply with Rules**

Your retention of, signature on, or use of the Card constitutes your agreement to comply with these rules and the additional rules as outlined in the Electronic Funds Transfer Disclosure Statement in this Guide, and any amendments thereof. This agreement and your use of the Card will be governed by the laws of the State of Tennessee and any other applicable laws.

### **Internet Website Agreement**

The information and materials contained on Ascend's website - and the terms and conditions of the access to and use of such information and materials - are subject to change without notice. Not all products and services may be available in all geographic areas. Your eligibility for particular products and services is subject to final Ascend determination and acceptance. Any dated information is published as of its date only, and Ascend does not undertake any obligation or responsibility to update or amend any such information. Ascend reserves the right to terminate

any or all website offerings without prior notice. Furthermore, by offering information, products or services via this website, no solicitation is made by Ascend to any person to use such information, products or services in jurisdictions where the provision of such information, products or services is prohibited by law.

Because of the possibility of human and mechanical errors as well as other factors, Ascend is not responsible for any errors or omissions from information contained in or accessed through this website. All such information is provided "as is" to the user without express or implied warranties of any kind including the warranties of merchantability, non-infringement of intellectual property or fitness for any particular purpose. Furthermore, Ascend will not be liable for any delay, difficulty in use, inaccuracy of information, computer viruses, malicious code or other defect in this website, or for the incompatibility between this website's files and the user's browser or other site accessing program. Nor will Ascend be liable for any other problems experienced by the user due to causes beyond Ascend's control. No license to the user is implied in these disclaimers.

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Product offers, rates, terms, and other information provided herein are subject to change without notice. Ascend may discontinue or make changes in the information, products, or services described herein at any time. Due to occasional inaccessibility to our website, Ascend cannot guarantee completeness or accuracy of the information provided on the site. Ascend reserves the right, in its sole discretion and without any obligation, to correct any error or omissions in any portion of the services, products or materials.

### **Online Banking Agreement**

This Online Banking Agreement states the terms and conditions for Ascend's online account access service. By requesting and using online banking, you agree to the terms and conditions of this Agreement. These terms and conditions are in addition to those terms and conditions of any account(s) you may have with Ascend.

- (a) Definitions:
  - You and your means each person registered for the online banking service or who uses the service with consent.
  - Online bill pay is the electronic bill payment feature of online banking.
- (b) With access to the Internet, your member account number, a user ID, and password (all selected and kept confidential by you), you may perform the following transactions using online banking:

- Transfer funds between your savings, checking, HSA, Money Market, or line of credit accounts.
- Perform account-to-account transfers (provided you are a Joint Owner on said accounts and have completed a cross account transfer authorization form).
- Make loan payments on your Ascend accounts, determine which checks have cleared, verify your account balance, make application for consumer, home equity, and mortgage loans, send us electronic mail, obtain electronic statements, pay bills electronically, and much more.
- Get a better picture of your finances with the free Money Management tool.
- Get personalized cash-back offers based on your shopping history and spending patterns with Purchase Rewards using Ascend's debit card, subject to its own terms, conditions and qualifications.
- Send money to friends or family using just their email address, mobile phone number or account number with Popmoney, subject to its own terms and conditions.
- Make transfers between financial institutions easier with Funds Transfer, subject to its own terms and conditions.
- Chat with an Ascend Service Representative securely without leaving your online banking session.

All services are subject to change without notice.

- (c) Ascend maintains appropriate security standards to authenticate users of online banking, including issuance of user IDs and passwords to members who request electronic access to their accounts. By using any of the online banking services, you agree not to give out or make available your user ID and/or password to any person not authorized to access your account.
- (d) You agree to keep your password for online banking services secure. You agree to notify us immediately if you believe your password for the online banking service has been used without your consent, obtained or compromised in any way. We may suspend your access until a new password has been established.
- (e) We reserve the right to terminate or suspend this Agreement and your use of online banking in whole or in part at any time, for any reason, without notice and without liability.
- (f) You may terminate this agreement at any time by notifying us in writing. To terminate this Agreement, you must notify us in writing and provide your name, address, account number, and date you want the termination to be effective. If you decide to terminate this Agreement, you will no longer be able to access online banking or online bill pay.
- (g) No fees will be assessed for your use of our online banking service or online bill pay.
- (h) This Agreement may be amended or modified at any time and changes will be effective without notice.
- (i) Ascend will not be liable for any loss, liability, injury, or damages resulting from any failure of your equipment or software, or that of an Internet browser provider, by an Internet service provider, or by an online service provider, nor will we be liable for any direct, indirect, special, or consequential damages resulting from your access to or failure to access online banking or online bill pay. Further, you agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees, agents, and assigns harmless against any third party claim, demand, suit, action, or other proceeding and any expenses related to online banking or online bill pay services in any manner.

- (j) Ascend is not responsible for any electronic virus that you may encounter. We suggest that you routinely scan your PC for possible viruses or other problems. An undetected virus may corrupt and destroy your programs, files, and your hardware.
- (k) We may assign this Agreement to an affiliate of Ascend or any successor in interest in the event of a merger, reorganization, change of control, acquisition, or sale of all or substantially all the assets of the business to which this Agreement is related without your consent.
- (l) This Agreement shall be governed by the laws of the State of Tennessee and any federal law.
- (m) You are responsible for all charges assessed by communication companies, both local and long-distance, or other related companies.
- (n) You understand that to use online banking, you must have Internet access through an Internet provider and Internet browser software.
- (o) This Agreement does not change or amend any other account agreements, loan agreements or other service agreements currently in effect, or which may be established at a later date.
- (p) Your use of online banking is your acknowledgment that you have received and agree to be bound by this Agreement.

## Availability of Funds Disclosure

Our policy is to make funds from your deposits available to you as set forth earlier and subject to below. When you make a deposit at Ascend, you can withdraw some or all of the funds in cash and we will use the funds to pay checks that you have written or debits/withdrawals you have made.

When you make a deposit at one of our ATMs, the funds will generally be made available to you on the first business day after the day we receive your deposit. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays.

If you make a deposit at one of our ATMs between 8 a.m. and 12 a.m. CST, we consider that day to be the day of your deposit. If you make a deposit between 12 a.m. and 8 a.m. CST, we will consider the previous day to be the day of your deposit.

### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you as described above. Funds may be put on hold and not be available until the second business day after the day of your deposit or later in certain cases. However, the first \$200 of your deposit will be available immediately if you make a deposit to one of our employees, or on the first business day after the day of your deposit if you make a deposit at an ATM.

If we are not going to make all of the funds from your deposit available as described above, 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 no later than the first business day following the day the facts become known or your deposit is received, whichever is later.

If you will need the funds from a deposit right away, ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.
- You have a new account.

We will notify you if we delay your ability to withdraw funds for any of these reasons above or for a later period than two business days, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### **Special Rules for New Accounts**

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

Funds from deposits of cash, payroll, cashier's checks, certified checks and electronic direct deposits will be available on the day we receive the deposit.

Funds from deposits of wire transfers, and the first \$5,000 of a day's total deposits of teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will generally be available on the ninth business day after the day of your deposit.

If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

#### **Applicable for All Accounts**

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit, including overdraft fees if applicable.

#### **IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE DO ONE OF THE FOLLOWING:**

- CALL US AT 800-342-3086 BETWEEN 8:30 A.M. AND 6 P.M. MONDAY THROUGH FRIDAY OR BETWEEN 9 A.M. AND 1 P.M. SATURDAY. ALL TIMES ARE CENTRAL TIME.
- EMAIL [MEMBERSERVICE@ASCENDFCU.ORG](mailto:MEMBERSERVICE@ASCENDFCU.ORG).
- VISIT YOUR NEAREST ASCEND FEDERAL CREDIT UNION BRANCH. FOR A LIST OF BUSINESS HOURS AND LOCATIONS, PLEASE VISIT [ASCEND.ORG/LOCATIONS](http://ASCEND.ORG/LOCATIONS).

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# Questions?

Give us a call:

800-342-3086

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Visit our website:

[ascend.org](http://ascend.org)

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Visit any of our branch locations:

Arnold Air Force Base | Brentwood | Columbia  
Cookeville | Cool Springs | Dickson  
Hendersonville | Hermitage | La Vergne  
Lewisburg | Manchester | McMinnville | Mt. Juliet  
Murfreesboro | Nashville | Shelbyville | Smyrna  
Spring Hill | Tullahoma | Winchester

Federally insured by NCUA.

We do business in accordance with the Federal Fair Housing Laws and the Equal Credit Opportunity Act. All loans subject to credit approval.

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