

**Membership Agreement Disclosure Booklet** Fee Schedule and **Privacy Notice** 



Welcome to One Nevada Credit Union. We hope you enjoy the benefits of credit union membership and take advantage of our many affordable services.

Please read this document carefully. It contains all of the basic agreements which may apply to your deposit accounts with the Credit Union. If you have any questions, or if you wish to apply for additional products, please contact us at one of the telephone numbers listed, or visit one of our branch offices.

Federally insured by NCUA. Equal Housing Lender. Rev. 3/18

## **Locations & Contact Information**

#### ALIANTE

6241 N Decatur Blvd. Ste. 110

#### **CENTENNIAL HILLS**

7703 N. El Capitan Way, Ste. 190

Sky Pointe Drive/215

#### **CENTRAL / EAST**

3630 E. Tropicana Ave. 1292 S. Nellis Blvd., Ste. C 1262 S. Nellis Blvd. (across parking lot)

#### **ATM**

East Sahara/Mojave Nellis/Bonanza

### **CENTRAL / WEST**

9320 W. Flamingo Road, Ste. 1 853 S. Rainbow Blvd.

#### **ATM**

West Tropicana Ave./Jones Blvd.

#### **GREEN VALLEY**

2370 E. Serene, Ste. 260-7 1090 W. Sunset Road, Ste. B

Pecos/Wigwam Boulder Highway/Lake Mead Blvd.

### **NELLIS AIR FORCE BASE**

4251 Griffiss Ave.

#### **ATM**

Exchange (BX) Shoppette **Crosswinds Dining Facility** Officer's Club

#### **NORTH LAS VEGAS**

3117 W. Craig Road, Ste. D 100

#### **ATM**

Craig/Clayton

#### **SOUTH WEST**

4840 Blue Diamond Road, Ste. 100

#### **ATM**

Rainbow/Sunset Silverado/Las Vegas Blvd.

#### **SUMMERLIN**

7450 W. Lake Mead Blvd., Ste. 1

Cheyenne/Jones

#### **Additional Nevada Branch Locations**

(not shown on map)

RENO 1296 E. Plumb Lane

57 Damonte Ranch Pkwy ATMs (not shown on map) Pahrump - Walmart • Creech AFB

#### **One Nevada Credit Union**

2645 South Mojave Road Las Vegas, NV 89121

Reno – McCarran/Clear Acre

#### OneNevada.org

#### LAS VEGAS

(702) 457-1000

## **RENO/SPARKS**

(775) 827-3880

## (877) 511-5465

**BANK BY PHONE** 

**TOLL FREE** (800) 388-3000

#### **MEMBERSHIP AGREEMENT**

IN THIS AGREEMENT AND DISCLOSURE, THE WORDS YOU, YOUR AND YOURS MEAN ALL THOSE PARTIES WHO ARE LISTED AS OWNER(S), BORROWERS, OR GUARANTORS ON ANY ONE NEVADA CREDIT UNION ACCOUNT OF ANY KIND, JOINTLY AND SEVERALLY. THE TERMS WE, US, OUR AND CREDIT UNION REFER TO ONE NEVADA CREDIT UNION. THE TERM ACCOUNT REFERS TO ANY ACCOUNT OF ANY KIND WITH ONE NEVADA CREDIT UNION.

1. MEMBERSHIP: You must be within the field of membership to become a member of One Nevada Credit Union. You must be the first named person (primary owner) on a share (savings) account. In addition, you must deposit and maintain a minimum deposit as determined by the Credit Union and pay the initial membership fee. Credit Union membership is a privilege. It is not a right. The Credit Union has no obligation to open a membership account or to extend any services to any person. Simply being qualified to apply for membership (i.e., being within the field of membership of the Credit Union) does not obligate the Credit Union to allow any person(s) to become a member when it is in the best interests of the Credit Union to deny such a privilege. This applies to new applicants as well as to any persons whose membership is terminated for any reason who reapplies for membership at a later time.

You agree to be bound by all terms and conditions of Credit Union Bylaws, this Agreement and Credit Union policies and procedures, including any and all changes and amendments whenever made. You authorize the Credit Union to verify your information, including ID verification, on your Membership Application and any other agreements with the Credit Union. You also authorize the Credit Union to, at any time and from time to time, obtain credit bureau reports and credit scores, and to release credit information to reporting agencies.

- 2. JOINT ACCOUNTS: Joint ownership in an account where another party is first named does not constitute membership. Joint owners are nevertheless bound to all terms and conditions of this Agreement and Credit Union policies and procedures. If there is more than one owner on an account, all agree with each other and with the Credit Union that all sums now paid in on shares or hereafter paid in your share account by anyone or all account owners including all dividends paid thereon, if any, are and shall be owned by all account owners jointly and equally, regardless of who paid net contributions into the account, with full rights of survivorship and shall be subject to withdrawal or receipt by any of the account owners or the designated beneficiary(ies) of any of the account owners. You agree that any such payment shall be valid and shall discharge the Credit Union from any liability. The Credit Union is not obligated to inquire as to the proposed use of any sums withdrawn from the account. Joint owners may not close accounts. Joint owners may not add or remove other joint owners.
- **3. RIGHT OF SURVIVORSHIP:** The right of survivorship arising from the express terms of a joint share account agreement with the Credit Union cannot be changed by a will.
- **4. ACCOUNTS FOR YOUTHS:** (persons under age 18) We require any account established by a youth to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft or unpaid charges or amounts on such account. We may pay funds directly to the youth 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 automatically change the account status from Youth Account to Joint Account when the youth reaches the age of majority.
- **5. PAY ON DEATH (P.O.D.) PAYEES:** If you have made a Pay on Death designation, you understand that upon the death of both primary and all joint owners of the account, all sums shall be payable to your designated P.O.D. payee.

If there is more than one P.O.D. payee named, the sums shall be paid to each in equal shares to those P.O.D. payees surviving the deaths of all account owners.

- **6. VOTING RIGHTS:** No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of shares.
- 7. GENERAL PLEDGE OF SHARES: All your Credit Union share accounts are subject to a general lien on shares as set out in Section 678.530(2) of the Nevada Revised Statutes, to the extent of any obligation you have with the Credit Union. In addition, you voluntarily pledge all funds in your Credit Union accounts in satisfaction of any amounts you may owe us at any time. Funds held in an IRA account are not subject to this lien
- **8. LOAN COLLATERAL:** You understand and agree that any or all of the account owners may pledge any or all of the shares on deposit in share savings accounts only as collateral for any loan(s) subject to lending limitations of current Credit Union policy.
- **9. NON-TRANSFERABLE:** You understand that all Credit Union deposit accounts are NOT TRANSFERABLE except on the records of this Credit Union.
- **10. LOST ITEMS:** The Credit Union is not responsible for any items (checks, drafts, guarantee cards ATM cards, or any other items) lost while not in the Credit Union's possession. The Credit Union is not liable for paying a check signed in advance on which a payee or certain sum is not provided by the maker.
- **11. ONE SIGNATURE REQUIRED:** The Credit Union may pay out funds or transact business pertaining to this account upon the request of any of the parties whose signatures appear on the Membership Application Card. Any such payment shall be valid and shall discharge the Credit Union from any liability. Any payment in good faith reliance on the terms and conditions pertaining to the type of ownership selected by me on the application card shall be valid and shall discharge the Credit Union from any liability.
- **12. DEPOSITS:** The Credit Union may supply the endorsement on any check received from you for deposit to your share accounts.
- **13. PERIODIC STATEMENTS:** Periodic Statements of Account shall be sent by the Credit Union to the address of record of the primary owner of this account. Generally, statements will be mailed at least quarterly. Statements of account accessed by an electronic funds transfer are mailed monthly. Accounts with aggregate dividends less than \$10 without transaction activity for the current period will not receive a statement for that period or any other period until a transaction occurs. Members opting to receive electronic statements will not receive mailed statements.
- **14. ORGANIZATIONAL ACCOUNTS:** Accounts owned by any organization will be administered only according to the Credit Union's signature card, this membership agreement and other applicable Credit Union documents and procedures. The Credit Union shall not be subject to any other documents, including the organization's organizational or procedural documents.
- **15. TRUST DEPOSITORY ACCOUNTS:** A self-administered or informal trust account is subject only to any resolution or authorization given to the Credit Union solely on the membership application form.
- **16. MODIFICATION:** The Credit Union has the right to amend, modify, add to or delete from this Agreement any of its terms and conditions by mailing a notice to the current address of record of the primary owner of this account. The effective date will be shown in the mailing. Notice may be mailed with monthly statements or printed on the statement. Notice may be given electronically to members who have opted for E-statements or other electronic notices.
- **17. TERMINATION:** The Credit Union's rights and authority under this Agreement may not be terminated by you except by written notice. Such termination shall not affect transactions completed prior to receipt of said notice. If there is more than one owner of the account, the Credit Union, may, at its sole option, require the signatures of all owners of the account to terminate this account. The Credit Union may immediately close the member(s) account(s) if after being warned, any inappropriate or abusive conduct does not significantly improve to the Credit Union's satisfaction, or in such circumstances as management may deem proper.

- **18. CREDIT REQUESTS:** If you request any extension of credit from the Credit Union, whether written or verbal, you authorize the Credit Union to verify credit and employment information from whatever sources we deem necessary. We may also examine your credit history in order to pre-approve you for any credit programs we may have. In addition, you authorize the Credit Union to verify any information you provide to the Credit Union, including ID verification, at any time and from time to time. You also authorize the Credit Union, at any time and from time to time, to obtain credit references, credit bureau reports and credit scores, and to release credit information to reporting agencies.
- **19. FAXED SIGNATURES:** If you sign and fax any documents in the future, the Credit Union may rely on such signature to process your request and the facsimile signature so created shall be intended to be adopted as your signature for the purposes of authenticating such agreements, and such agreements, when containing such facsimile signatures, shall be valid, binding and enforceable against you.
- **20. RIGHT TO FREEZE FUNDS:** The Credit Union may apply a temporary freeze on funds when there is a dispute regarding ownership and control of an account or where a third party (not an owner) makes a claim to the funds.
- **21. FEES:** Please refer to our fee schedule for additional information about charges.
- **22. COPPA:** The Children's Online Privacy Protection Act regulates the online collection of information from minors under 13 years of age. If you are a parent or guardian sponsoring a child under 13 years of age for membership, you are consenting to the online collection of your child's information. If you decide at a later date that you are opposed to this collection of online information, simply let us know and we will close the minor's account.
- 23. USA PATRIOT ACT: When an Account is opened or changed, you will be asked 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 government issued documents. The definition of an account covers a broad range of regular financial transactions such as deposit, transaction, asset or credit accounts or other extension of credit. The required verification may be inconvenient for some but a strong deterrent for terrorists and other criminals. You can rest assured that we will only request the information required by the law and that we will use the information only for purposes of complying with the law. Your privacy is our top concern, and we will respect and protect it as always, consistent with the law's requirements.
- **24. NON-MEMBER CHECK CASHING:** You agree that we may impose a fee on the payee or other holder of a check or other item drawn against your account (s) that is presented for payment over the counter (in person or otherwise) at the credit union rather than being deposited in an account at another institution and presented for payment through the check collection system.
- **25. BINDING ARBITRATION:** We and you each affirmatively agree to settle all disputes of whatever kind or nature in connection with this Membership Agreement or your relationship with the Credit Union by mediation and/or binding arbitration as provided below. This binding Arbitration provision constitutes a voluntary arbitration agreement under the Nevada Uniform Arbitration Act and exempts the parties from mandatory court arbitration proceedings.

At your or the Credit Union's request before arbitration is commenced, the parties shall participate in formal mediation through JAMS ADR Services (or other association agreed to by you and the Credit Union) in an effort to mutually resolve the dispute. Any party may demand arbitration 30 days after the first mediation session if mediation is not successful within that time. Arbitration must commence not later than 30 days after formal mediation concludes unsuccessfully or 60 days after the notice of request for formal mediation, whichever is earlier.

Arbitration shall be conducted under the rules and auspices of JAMS ADR Services (or other association agreed to by you and the Credit Union), and judgment on the arbitration decision may be entered in any court of competent jurisdiction. The arbitration decision shall be final and binding and shall not

be subject to trial de novo. Unless otherwise requested by you and the Credit Union, all arbitration proceedings shall take place in Las Vegas, Nevada and shall be presided over by a single local arbitrator. The arbitrator shall have jurisdiction over all matters in dispute between you and the Credit Union, including all issues of arbitrability. The arbitrator shall be authorized and empowered to award injunctive and non-monetary relief.

Arbitration association and arbitrator costs and fees shall be divided equally among the parties, but the arbitrator shall have the authority to award reasonable attorney's fees to the prevailing party.

Statutes of limitation, estoppel, waiver, laches and similar doctrines otherwise applicable in court actions shall be applicable in the arbitration proceedings. Commencement of arbitration proceedings shall be deemed to be "commencement of an action" for the purpose of such doctrines, wherever argued or raised. Arbitration proceedings commence on the date a notice of demand for binding arbitration is served upon the other party.

- **26. STATUTORY AND CONSENSUAL LIENS ON SHARES:** By signing an account card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or securities you grant us, and we will impress a lien on any and all funds ("shares") in all joint and individual share accounts, regardless of the source of the shares or any owners' contributions. This lien secures any account owners joint and individual obligations to us now or in the future, whether direct, indirect, contingent or secondary. Payment of any sums to a joint owner, beneficiary or other party will be subject to payment of all outstanding obligations owed to us. You agree that this lien is impressed as of the first date that any applicable account is opened with us. This lien secures all debts you owe us pursuant to any loan agreements; under this agreement; arising from any insufficient funds item; fees; costs; expenses; or otherwise. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us without any notice to any account owner or other party.
- **27. RIGHT OF SET OFF:** You agree that the credit union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.
- **28. ADMINISTRATIVE FREEZE:** You specifically agree that we have the right to place an administrative freeze on any joint or individual accounts to preserve the credit unions lien rights, to preserve our right of set off, to comply with legal process, or otherwise without notice to any owner. Such action by the credit union shall not violate II USC 362, or other applicable law.
- **29. SHARES:** For the purpose of your pledge to secure your obligations to the credit union, our common law right of set off, and otherwise, "share (s)" mean all deposits in any share savings, share drafts, club, share certificate, p.o.d., revocable trust or custodial account (s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits", for the purpose of your pledge. Your pledge does not include any I.R.A., tax escrow, irrevocable trust or fiduciary account in which you do not have a vested interest.
- **30. UNLAWFUL TRANSACTIONS:** You warrant and agree that you will not use any credit union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction (s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. 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) under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that the credit union will not have any liability, responsibility or culpability what so ever for any 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 such illegal use. One Nevada Credit Union complies with the Unlawful Internet Gambling Act (UIGEA-Regulation GG) by performing due diligence at the time of account opening for business/

commercial accounts. It is the policy of the Credit Union to restrict the opening of any business/commercial account which knowingly participates in restricted transactions under the Act. If the Credit Union becomes aware of a business/commercial account conducting restricted transactions, the account will be closed. Restricted transactions are prohibited from being processed at One Nevada Credit Union. Restricted transactions are those in which a person engaged in the business of betting or wagering accepts credit, funds, checks, instruments or other proceeds from another person in connection with unlawful internet gambling. We may block or reject any such restricted transactions. Further, we reserve the right to block or close any account which we believe is in receipt of such transactions.

- 31. SKIP PAYMENT: At our option, we may offer you the opportunity to not make ("skip") a minimum payment during certain designated billing cycles ("skip payment period"). If you do not make your minimum payment as provided in this agreement, during such designated billing cycles, you understand that we will continue to apply finance charges to your account. During the skip payment period, all other provisions of your loan or credit agreement, except for the minimum monthly payment, continue to apply. The minimum monthly payment requirement resumes in the billing cycle following an allowed skip payment period By deferring the payment on your loan, the amount you pay for finance charges on your loan could be greater than stated on your loan disclosure. We have no obligation to accept your credit worthiness including obtaining consumer credit reports. We may charge you an application processing fee for each skip payment period that we may offer to cover our costs of investigating your qualifications for this extension including but not limited to the costs associated with researching your credit worthiness. If you choose to add the fee to your loan balance, the annual percentage rate on your loan may be affected. If you have GAP coverage on your vehicle, it is your responsibility to check with your insurance company regarding their policy on payment deferrals before participating in our Skip-A-Pay program.
- **32. EMAIL ADDRESS COLLECTION:** In order to serve you better we may ask that you provide us with an email address. Email address information is necessary to manage our account database. We assure you that the email address you submit won't be sold or shared with any other party outside the Credit Union unless we our compelled to do so by law. On occasion we may contact you at the email address you've provided, if we have product or service information to share that may be of potential benefit.
- **33. LOAN COLLATERAL-DEFAULT:** All vehicle loans require adequate property insurance coverage and proper evidence thereof. You understand that your loan(s) are subject to periodic default fees as disclosed to you in the Service Fee Schedule if you fail to maintain adequate property insurance and provide evidence thereof.

## 34. ADDITIONAL CHARGES FOR TRANSACTIONS IN A FOREIGN CURRENCY AND "CROSS-BORDER" TRANSACTIONS. CURRENCY

**CONVERSION FEE:** If you effect or authorize a transaction with your access device in a currency other than U.S. dollars, VISA\* will convert the charge into a U.S. dollar amount. The VISA\* currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA\*, as applicable. The exchange rate VISA\* uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 2% will be applied to transactions that are converted from foreign currencies to U.S. dollars.

**CROSS-BORDER TRANSACTION FEE:** In addition, VISA® charges us a Cross-Border Assessment up to 2% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. We will assess these fees to you to reimburse us for the fee we are required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

35. MOBILE CHECK DEPOSIT: Additional terms and conditions apply to our Mobile

Check Deposit program. These terms and conditions are part of your membership agreement and can be found on our website. Your agreement to these terms and conditions is required to utilize this service.

#### SHARE CHECKING ACCOUNT AGREEMENT

IN ADDITION TO THE GENERAL DEFINITIONS SET OUT IN THE MEMBERSHIP AGREEMENT, THE TERM "ACCOUNT" WHERE CONTAINED IN THIS SECTION SHALL REFER TO YOUR SHARE CHECKING ACCOUNT.

- 1. SIGNATURES REQUIRED: If you have requested a share checking account with One Nevada Credit Union, you authorize us to recognize any of the signatures subscribed on the Membership Application Form in the payment of funds or in the transaction of any business on this account. If there is more than one owner on this account, all agree with each other and with the Credit Union that all sums now paid into this account or hereafter paid into this account by any one or more account holders shall be owned by all account owners jointly and equally regardless of who paid net contributions into the account, with full rights of survivorship and shall be subject to withdrawal or receipt by any of the account owners or any surviving account owner(s). You agree that any such payment shall be valid and shall discharge the Credit Union from any liability. The Credit Union is not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account.
- **2. LOAN COLLATERAL:** Funds held in any share checking account may NOT be pledged as collateral for any purpose, to any lender other than the Credit Union. Funds may be attached in the event of default by the owner or any joint owner on any obligation owed to the Credit Union. In the event your account is referred to a collection service for lack of payment, you agree to pay all the Credit Union's collection and legal fees.
- 3. PAYMENT OF DRAFTS/CHECKS: We may, without liability, accept, pay, guarantee, and charge drafts/checks to the account in any order convenient to us. The Credit Union accepts no authority or discretion to determine the incompetency or incapacity of any account owner. Your death or incompetence or organizational dissolution shall not revoke our authority to accept, pay or collect a draft/check or to account for proceeds of its collection until we visually inspect a death certificate or actually know of the fact of death or court order showing incompetence or establishing guardianship and have reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death or incapacity or organizational dissolution, pay or guarantee drafts/checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by us. We are under no obligation, however, to accept such stop payment order. Joint holders of the account agree to notify the credit union of the death or incapacity of any individual on this account or the dissolution of any organization.
- **4. NON-STANDARD PAYMENTS:** The Credit Union may, at its sole discretion, but without obligation, pay funds from this account.
- a) When such payment would draw the account below the minimum balance as established by the Credit Union; or
- b) If drawn by means not previously authorized by you; or
- c) To honor drafts/checks presented over six (6) months past their dates.
- **5. WRONGFUL DISHONOR:** In the event of any wrongful dishonor which occurs by mistake or good faith error, liability shall be limited to your actual damages.
- **6. WRONGFUL HONOR OF DRAFT/CHECK:** If the Credit Union has paid a check or draft which should have been dishonored, then the Credit Union may exercise all its rights and remedies against any person, including you, which are necessary to recover any loss suffered.
- **7. POSTDATED ITEMS:** The Credit Union shall not be liable for honoring or failing to honor a postdated or conditionally endorsed check or draft.

- **8. STOP PAYMENT ORDERS:** You may order the Credit Union to stop payment on any check or draft written against your account, providing such request is timely and made prior to the payment of the check(s). We may, at our sole option, accept this order verbally or require that it be in writing. One Nevada is not responsible for any contractual agreement between payee and member. One Nevada is not liable for payment of the draft(s) unless payment is due to One Nevada's negligence and causes actual loss to the member. One Nevada's liability is limited to the actual amount of the draft(s). Stop payments cannot be guaranteed until 48 hours after the date and time of request. Stop payment requests cease to be effective after six (6) months unless renewed prior to expiration.
- 9. PERIODIC STATEMENTS: You will receive, at regular intervals determined by the Credit Union, a statement of account describing all the activity on your share checking account for the period covered by that statement. The statement will be sent to the primary owner of the account. Upon receipt, you must exercise all due care and promptness examining the statement and shall notify the Credit Union promptly, in writing, of any error. On organizational accounts, an officer, other than one who is authorized to sign checks, should review each periodic statement within 14 days of receipt. The Credit Union shall not be liable for any errors if you fail to notify us of an error within 60 days from the date the statement is sent to you. Time used in obtaining copies of checks for verification will not be deducted from the 60-day limit for reporting errors. Members opting to receive electronic statements will not receive mailed statements.
- 10. FEES AND CHARGES: All fees and charges pertaining to your share checking account will be disclosed to you in the Service Fee Schedule. You agree to pay us, according to that schedule, all costs and charges incident to your account. We may debit such charges against your checking account when due, except where there are insufficient funds available. In such cases, those charges will be treated as overdrafts. The Credit Union reserves the right to add, delete or change any fees and charges with proper notice. Fees continue to be charged to your account until you notify us in writing that you wish to close the account.
- 11. ENDORSEMENT: We may supply missing endorsements on any checks or drafts written to us for deposit into your account, you understand and agree that you are liable for all losses caused by any markings you place on any checks or drafts. If the Credit Union incurs a loss because of your marks in the area reserved for Credit Union use, your account may be charged for the loss, up to the amount of the check.
- 12. CHECK HOLD POLICY: All non-cash deposits made to your checking account will be credited to your account provisionally, subject to the terms of the Credit Union's Check Hold Policy. The Credit Union's Check Hold Policy is defined later in this brochure. This may affect your ability to withdraw funds.
- 13. TRUNCATION OF CHECKS: All checks written on your account remain the property of the Credit Union upon payment and are not returned to the account owner(s). Copies of the returned checks may be available for a fee. Checks are paid in order of presentment.
- 14. APPROVED FORMS: Only checks or draft blanks and other methods approved by the Credit Union may be used to withdraw funds from this account. Members assume all risk and liability related to checks obtained from any source. Checks in the 9000 series will not clear properly.

#### 15. OVERDRAFTS.

- a. General Overdraft Liability. If on any day the available funds in your checking account are not sufficient to cover checks and other items (ACH, debit card or ATM card transactions) posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. If we pay a check or item that overdraws your account, you are liable for, and agree to pay, the overdraft amount and an insufficient funds (NSF) fee immediately. If we do not pay the check or item, we will return it unpaid and you agree to pay a return item fee. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.
- b. How We Process Checks. The Credit Union's determination of an insufficient account balance is made at the time your check or item is presented to us, which

may be later during the day than the time you conduct the transaction. We will determine overdrafts based on the "available balance" in your account at the time of presentment. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. You can obtain your available balance through Online Banking, the Credit Union's mobile application, by calling our Contact Center or by visiting one of our branches.

For example, assume your actual and available balance are both \$50, and you swipe your debit card at a restaurant for \$20. The restaurant initiates a hold on your account for \$20, so your available balance is only \$30; however, your actual balance is still \$50. Then, before the restaurant charge is sent to ONCU for processing, a \$40 check that you wrote several days earlier is submitted for payment. Because you have only \$30 available (you have committed to pay the restaurant \$20), if this \$40 item is paid, your account will be overdrawn by \$10, even though your actual balance still shows \$50. In this case, we may pay the \$40 check, but we will charge you an overdraft fee as disclosed within the ONCU Fee Schedule. We will then deduct that fee from your account, further reducing your balance.

Transactions may not be presented in the order in which they occurred and the order in which checks or items are received and processed may affect if an overdraft occurs. The Credit Union processes checks, ACH, ATM and debit card transactions in the chronological order they are received.

- c. Overdraft Protection Plans. If we approve your request for overdraft protection, we will provide an overdraft protection plan for you.
- i. Transfers from Savings. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from a savings account or other deposit account as you designate. If you have enough funds in your savings account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your savings account balance is insufficient to cover the overdraft amount, we will not make any transfer that overdraws your savings account. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is an overdraft transfer fee for each overdraft transfer as set forth on the Fee Schedule. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.
- ii. Transfers from Line of Credit. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from an Overdraft Protection Line of Credit Account of yours, if applicable, unless you designate a different order. If you are within the credit limit of your line of credit account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your credit limit is insufficient to cover the overdraft amount, we will not transfer any amount. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is no cash advance fee, but interest will begin to accrue from the date of any advance transfer. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.
- iii. Courtesy Cash Overdraft Protection Service. We offer a discretionary overdraft service (Courtesy Cash) to cover overdrafts on your checking accounts. The Credit Union offers the Courtesy Cash service to eligible consumer checking account owners who qualify. To qualify you must consent to the Courtesy Cash service by signing an "opt-in" form, available through Online Banking, on our mobile application, by calling our Contact Center or by visiting one of our branches. Courtesy Cash is not offered to minors, fiduciary, business or organizational accounts or anyone who has caused a financial loss to the Credit Union, anyone with a past due loan payment at the Credit Union or anyone who has enrolled in a debt management program. The Courtesy Cash service is provided to qualified accounts automatically for checks; ACH and online transactions to all eligible consumer checking account owners. The Courtesy Cash service will be provided for ATM and debit card purchase transactions only if you expressly request ("opt-in") Courtesy Cash service for these transactions.
- iv. Avoiding Fees. We offer other overdraft protection plans, such as transfers from savings or lines of credit, as described above, which may be less expensive than our standard overdraft practices. To learn more, visit our website or call and speak with a financial service representative at your nearest branch or through our Contact

- d. Terms & Conditions of Overdraft Protection Service. The Courtesy Cash service will be provided under the following terms and conditions.
- i. Discretionary Service. Under the Courtesy Cash service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you.
- ii. Overdraft Transactions Covered. Subject to the opt-in requirement set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance ("overdrafts"), may be covered under our service: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.
- iii. Overdraft Limit/Available Balance. Under the Courtesy Cash service, the Credit Union may pay overdrafts up to a limit to which you qualify, we may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The Credit Union's fees and charges and each paid check or item will be included in this limit. This overdraft limit will not be included or reflected in the actual balance of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements. If you have reached your overdraft limit, any checks or items presented to us will be returned for insufficient funds.
- iv. Notification. We will make every reasonable effort to notify you by mail if you have any overdraft transaction. If you enroll in our email alerts service, we will notify you by email of any overdraft transactions. However, we have no obligation to notify you before we pay or return any item.
- v. NSF Fees. There is an insufficient funds (NSF Paid) fee for each overdraft check or item we pay as set forth on the Fee Schedule.. If we do not pay the overdraft, there is a NSF Returned Item fee for each check or item we return as set forth on the Fee Schedule. There is no limit on overdraft fees or overdraft transactions that we will cover in a month. If your account is overdrawn for more than 7 consecutive business days a negative balance fee will be imposed each day the negative balance continues beginning on the 8th day as set forth on the Fee Schedule. These fees may be amended as set forth in our Fee Schedule.
- vi. Member Repayment Responsibility. You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 30 days of notice from us, we may immediately suspend the Courtesy Cash service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.
- vii. Member Opt-Out Right. We offer the Courtesy Cash service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. After you have opted-in, you may opt out of the Courtesy Cash service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any returned item fees. You are still responsible to pay any overdraft, even if you have opted out of the
- **16. JOINT ACCOUNTS:** If the signature form for this account is signed by more than one person, all owners agree between themselves and with the Credit Union that each of the owners appoints the other(s) as agent and attorney in

fact to an overdraft to any of your share or loan accounts.

- **17. TERMINATION:** You may terminate this account at any time, with written notice. The Credit Union may terminate this account at any time with good cause. "Good cause" includes, but is not limited to, fraud, excessive overdrafts not covered by available funds in your share account or your Line of Credit account, violations of agreements with this Credit Union, or other abuses of this account. Termination of an account does not excuse your liability for any checks or drafts outstanding at the time of termination.
- **18. GOVERNING LAW:** This agreement shall be construed in accordance with the applicable provisions of the Uniform Commercial Code of the State of Nevada and the term "Credit Union" shall, for the purposes of this Agreement, be deemed to be included in the definition of a bank as found therein. This agreement voluntarily submits each person signing the application for membership to the jurisdiction of Nevada courts in all matters regarding any account held at the Credit Union.
- **19. CHANGE IN TERMS:** We have the right to change any provision of this Agreement, with 30 days advance notice. The Credit Union also reserves the right to establish, from time to time, additional rules and regulations affecting share checking accounts.
- **20. CREDIT UNION RECORDS FINAL:** Although deposits are evidenced by receipts, they are not verified in detail at the time the Credit Union accepts them, and deposits are subject to correcting entries if errors are discovered.
- **21. FEES:** Please refer to the fee schedule for additional information about fees and charges.

#### 22. SUBSTITUTE CHECKS AND YOUR RIGHTS:

#### What is a "substitute check"?

Federal law permits banks and credit unions to replace original checks with "substitute checks" to make check processing faster. A "substitute check" is a legal copy of the front and back of your check. You may use a "substitute check" as proof of payment just like the original check.

In making a "substitute check" the original check is destroyed. If we receive a "substitute check" on your account or as a returned check, the "substitute check' is what will be returned to you (because it's all we have).

This notice describes your rights if you believe a mistake has been made in posting a "substitute check" to your account.

#### How to make a claim for refund.

If you believe a mistake has been made in posting a "substitute check" to your account, contact us at (800) 388-3000 or (702) 457-1000 (Las Vegas). You must contact us within 45 days of when the "substitute check" was delivered to you or when we mailed your account statement on which the "substitute check" appears, whichever is later. (We will extend this time period if you couldn't make a timely claim due to extraordinary circumstances).

Tell us:

- The mistake you believe was made (for example, the incorrect amount was withdrawn from your account or a check was withdrawn twice);
- The amount of your loss;
- Why the "substitute check" you received doesn't show that you suffered a loss;
- A copy of the "substitute check" or information to help us identify it, such as check number, date, amount, payee, etc.

#### Rights regarding claims for refund.

In your claim for refund, you may request us to recredit your losses to your account. Amounts you can attempt to claim include the amount withdrawn from your account, plus fees charged (e.g., NSF or bounced-check fees), plus interest (if your account is interest bearing). If your loss is less than the amount of the check, you can only recover your loss. If your loss is more than the amount of your check you may be able to recover additional amounts under the law. If you make this claim for refund, you may receive up to \$2,500 of your refund (plus interest if your account is interest bearing) within ten (10) business days after we received your claim and the rest (plus interest if your account is interest

bearing) within 45 calender days. <u>NOTE:</u> We may reverse the refund and interest later if we can show that the "substitute check" was correctly posted to your account.

**23. CA\$H PERKS:** Additional terms and conditions apply to our Ca\$h Perks program. These terms and conditions are part of your membership agreement and can be found on our website. Your agreement to these terms and conditions is required to utilize this service.

### **TAXPAYER IDENTIFICATION NUMBER**

- 1. FEDERAL REQUIREMENTS: Federal Law requires that you provide the Credit Union with your Taxpayer Identification Number (T.I.N.). Your T.I.N. will usually be your social security number. This number will be used when reporting interest earned by the primary owner to the IRS. You understand that failure to provide this number will subject your account to a backup withholding tax of 28%. Falsification of this number is a violation of federal law.
- **2. BACKUP WITHHOLDING:** The interest and Dividend Tax Compliance Act of 1983 requires payers to withhold and send to the IRS 28% of payments of interest, dividends and certain other payments under certain conditions. This is called backup withholding. If you have provided the Credit Union with your proper T.I.N., you will not be subject to backup withholding unless:
- a) The IRS notifies the Credit Union that your T.I.N. is incorrect, or
- b) you are notified by the IRS that you are subject to backup withholding because you failed to report all your interest or dividends on your tax return, or c) you failed to certify to the Credit Union on your Membership Application form that you are not subject to backup withholding, or
- d) you failed to certify your T.I.N. on the Membership Application Form.
- 3. CERTIFICATION OF ACCOUNT OWNER(S): By signing the Membership Application Form, you are certifying, under penalties of perjury, that the T.I.N. indicated on that form is correct (or that you have applied for a T.I.N.) and that you are not subject to backup withholding either because you have not been notified by the IRS that you are subject to withholding as a result of a failure to report all interest and dividends or the IRS has notified you that you are no longer subject to backup withholding.
- **4. HOW TO OBTAIN A T.I.N.:** If you do not currently have a T.I.N. you should apply for one immediately by completing form SS-5, application for a Social Security Number (individuals), or form SS-4, application for Employer Identification Number (businesses and other entities).

#### **5. PENALTIES:**

- a) Failure to provide the Credit Union with a proper T.I.N. may subject you to a \$50 penalty imposed by the Internal Revenue Service, unless the failure is due to reasonable cause and not neglect.
- b) Failure to include any portion of an includible payment of interest or dividends which were reported to you by the Credit Union in gross income will subject you to a penalty of 5% on any portion of an underpayment.
- c) If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
- d) Willfully falsifying certifications or affirmations may subject you to criminal penalties, including fines and/or imprisonment.

#### 6. OTHER INFORMATION:

- a) You must provide the Credit Union with your correct and legal name. If your name has changed, for example, because of marriage, you are required to contact the Social Security Administration to report your new name.
- b) On joint accounts, the T.I.N. of the primary owner must be reported to the Credit Union, and it is in that number that interest will be reported to the IRS.

## **INACTIVE ACCOUNTS**

Savings and checking accounts in which there is no deposit or withdrawal activity for a one (1) year period becomes dormant, other than dividend deposits and service

charge withdrawals. After 12 months of inactivity, all funds will be transferred to the primary savings account and subject to the \$5.00 monthly dormant fee. Funds in accounts with no activity for three (3) years may be forfeited to the State of Nevada. Notwithstanding a dormant status, the Credit Union may charge a service fee against any said account. Accounts with zero balance and no activity for six months will be closed.

# SILVERLINK ONLINE AND PHONE TELLER YOUR RIGHTS AND RESPONSIBILITIES

## IN CONSIDERATION FOR THE USE OF THE SILVERLINK ONLINE AND PHONE TELLER, YOU AGREE THAT:

- **1.** The Credit Union will process all transactions from your account for any and all withdrawals by use of SilverLink.
- 2. You may use SilverLink only to make account inquiries or account transfers, or to withdraw funds actually on deposit in your Share Account, Share Checking Account, or receive an advance against your available line of credit loan balance, provided you have been granted this privilege. The terms of any agreements signed by you pertaining to a share savings account, share checking account, line of credit or loan balance and any required disclosures thereto are hereby incorporated by reference. In the event of an overdraft as a result of any Credit Union transaction, you agree to immediately pay to the Credit Union, without notice or demand, the amount of the overdraft that exceeds your share savings account balance, or line of credit.
- 3. If you have an approved line of credit loan, you are authorized to use SilverLink to obtain check advances pursuant to the terms and conditions of such line of credit loan plan, the provisions of which are hereby incorporated by reference.
- **4.** If you do not have an authorized line of credit, you may use SilverLink only to withdraw funds actually on deposit in a share account or share checking account, if applicable. If you do not have an authorized line of credit, you further agree that your share account balance will control all transactions through SilverLink until such time as you acquire an authorized line of credit with the Credit Union.
- 5. If your account is a joint account, either or any of the signers of the account may withdraw funds from any or all sub-accounts within your primary account, whether or not there are joint owners of the sub-account. All charges made to your account by the Credit Union upon use of SilverLink by one of the signers, or by another person with the consent or assent of one of the signers, shall be fully binding on both or all signers on the account.
- **6.** Upon approval of your membership application, you will receive a Personal Identification Number (PIN) which, when used together with the account number, will activate the SilverLink systems. The responsibility of safeguarding the secrecy of such PIN number rests exclusively with you. Use of such PIN number by any person other than you will constitute prima facie evidence that you authorized such use.
- **7.** All transactions (deposits, withdrawals, transfer of funds or payments) made by use of SilverLink will be evidenced on the regular statement. You agree that a withdrawal so evidenced will constitute a valid charge against your account with the Credit Union.
- **8.** You are responsible for all transactions initiated by you whether or not they are reflected in the available balance.
- **9.** You agree to notify the Credit Union promptly if the SilverLink PIN is lost or stolen, or if your monthly or quarterly statement of account contains any discrepancies, and your liability with respect to unauthorized transactions shall be limited as provided by law. In addition, a fee may be charged for re-issuance of a PIN due to a non scheduled replacement ordered by you if the Credit Union is not at fault.
- **10.** You agree that any restrictions placed on your account, either by you or the Credit Union, may result in SilverLink's inability to complete a transaction. you further agree to contact the Credit Union in such cases and that the Credit Union shall have no liability to you for failure of operation of the SilverLink systems.
- 11. You agree to the release of such personal information relating to your

account as is necessary for you to utilize SilverLink to access your accounts, and authorize the Credit Union to obtain such information.

12. As used, here, the masculine pronoun shall refer with like effect to the feminine. If this agreement is signed by more than one person, wherever used herein, the singular person shall be read as plural. All obligations of joint SilverLink users shall be joint and several. We will withdraw the funds from your account 24-48 hours following the process date.

Bill Pay: We will process Bill Pay transfer requests only to the creditors designated in the SilverLink Online vendor list, and such payees as you authorize and for whom we have a proper "vendor code" number. We will not process any Bill Pay transfer if the required information is incomplete. We will withdraw the designated funds from your account 24-48 hours following the process date. You should allow at least ten (10) business days for processing and crediting by the vendor. We cannot guarantee the time that any payment will be credited to your account by the payee. There are fees for Bill Pay services as described in the Credit Union Fee Schedule.

**Limitations on transactions:** You may make SilverLink transfers from and to your accounts, or other accounts you authorized, as often as you like, and in any dollar amounts, except for the following limitations:

Individual Retirement Accounts: No withdrawals or transfers from this account may be made by means of pre-authorized or automatic transfer, SilverLink Online, telephone order or instruction, or similar order to a third party. However, transfers may be made, for current calendar year contributions, from share savings or checking accounts to the individual retirement account by means of pre-authorized or automatic transfer, SilverLink Online, SilverLink Phone Teller or telephone order instruction.

Money Maker Accounts: The minimum amount for withdrawal is \$500 per withdrawal. You may not make more than six (6) withdrawals or transfers from this account by means of a pre-authorized or automatic transfer, SilverLink Online, or telephone order or instruction, during any statement period. No more than three (3) of the six (6) transfers may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed these transfer limitations in any statement period, your account may be subject to closure by the Credit Union.

Share Certificates: Please refer to the share certificate document for transaction limitations. The Credit Union reserves the right to refuse any transaction that would result in insufficient funds, lower an account below a required minimum balance or otherwise require us to increase our required reserve on the account.

Charges for SilverLink Online and Phone Teller transactions: Please see the Credit Union Fee Schedule for an itemization of fees charged for transactions made through SilverLink.

**Stop Payment procedures:** In addition to those stop payment procedures described in the Membership Agreement and Disclosure Booklet, if you wish to stop payment on a Bill Pay transaction call (800) 823-7555.

Unauthorized transfers: Tell us AT ONCE if you believe your SilverLink PIN has been compromised, or your computer has been lost, stolen, or misappropriated. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your account access without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft of your computer and/or PIN, and we can prove we could have stopped someone from using your account access without your permission if you had told us, you can lose 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 mailed or emailed to you, you may not get back any money you lost after the 60 days if we can

prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

If you believe your computer and/or PIN has been compromised, lost, stolen, or misappropriated or that someone has transferred or may transfer money from your account without your permission, call, email or write us at the telephone number or address listed below:

**One Nevada Credit Union** Business Days: Monday through Friday Excluding Federal Holidays, Nevada State Day 2645 South Mojave Road Las Vegas, NV 89121 and the day after Thanksgiving.

(702) 457-1000 Las Vegas (800) 388-3000 Toll Free (775) 827-3880 Reno/Sparks www.OneNevada.org

#### MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

SilverLink Online and Phone Teller user precautions - As with all financial transactions, please exercise discretion when using SilverLink. The following suggestions may be helpful:

- Compare your records with the account statements you receive.
- Carefully read account information displayed on screen and compare it with your records and account statements you receive.
- Protect the secrecy of your Personal Identification Number (PIN). Do not tell anyone your PIN. Do not write your PIN where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse, or on or near your
- · Prevent others from seeing you key in your PIN by using your body to shield their
- If your computer is stolen or your PIN is compromised, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your computer or PIN is lost, stolen or misappropriated.

#### **ELECTRONIC FUND TRANSFERS**

YOUR RIGHTS AND RESPONSIBILITIES

**ACH Transactions -** You may use ACH services to perform the following transactions:

- Make deposits to your Share/Savings or Share Draft/Checking account.
- Make loan payments.
- Pay bills directly from your Share/Savings or Share Draft/Checking accounts in the amounts and on the day you request.
- Authorize a merchant to convert your Share Draft/check to an electronic fund transfer initiating a debit to your Share Draft/Checking account for the amount of
- Authorize a merchant to debit your Share Draft/Checking account for returned

All payments and deposits are subject to later verification by us.

**Direct Deposits -** You may make arrangements for certain direct deposits to be accepted into your Share Draft or Share Savings account(s).

Pre-authorized Withdrawals - You may make arrangements to pay certain recurring bills from your Share Draft or Share Savings account(s).

SilverLink Online and SilverLink Phone Teller Transfers - Types of Transfers - You may access your account by Internet 24 hours a day at www.OneNevada.org or by calling (702) 457-5465 in Las Vegas or (877) 511-5465 Toll Free. You can use your personal identification number and your account numbers, to:

- Obtain account balance information
- Obtain transaction history information
- Obtain current interest rates
- · Transfer funds and make loan payments
- Withdraw funds through the mail

- · Change the Personal Identification Number (PIN)
- · Pay bills through Bill Pay

ATM transfers - Types of Transfers and Dollar Limitations - You may access your account(s) by ATM using your ATM card and personal identification number, to:

- Make deposits to share checking account(s) with an ATM card.
- Make deposits to share savings account(s) with an ATM card.
- Get cash withdrawals from share checking account(s) with an ATM card you may withdraw up to your authorized limits.
- · Get cash withdrawals from share savings account(s) with an ATM card you may withdraw up to your authorized limits.\*
- Transfer funds from share savings to share checking account(s) with an ATM card.
- Transfer funds from share checking to share savings account(s) with an ATM card.
- Get information about:
- the account balance of your share checking accounts.
- the account balance of your share savings accounts.

Some of these services may not be available at all terminals. Holds may be placed on deposits. \*Call us to determine authorized limits for individual accounts.

#### **UNAUTHORIZED ATM TRANSFERS**

Tell us AT ONCE if you believe your ATM card and/or PIN have been lost or stolen. 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 you tell us within two (2) business days, you can lose no more than \$50 it someone used your ATM card without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM card and/or PIN, and we can prove we could have stopped someone from using your ATM card and/or PIN without your permission if you had told us, you could lose 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 mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

If you believe your ATM card and/or PIN has been lost or stolen or that someone has transferred money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

Visa° Check Card (Debit Card) - Types of Transfers and Dollar Limitations - The Visa° Check Card is an access device that may be used at any merchant location where Visa® cards are accepted. You may purchase goods (in person), pay for services (in person) and get cash from a merchant, if the merchant permits, or from a participating financial institution. The card may also be used along with your PIN to make ATM transactions up to the authorized limit. You may conduct point-ofsale and off-line debit transactions up to the authorized limit.

#### VISA® CHECK CARD UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your Visa® Check Card and/or PIN have been lost, stolen, or compromised. 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 you notify us within two (2) business days, you can lose no more than \$50 if someone used your Visa® Check Card and/or PIN without your

If you do not tell us within two (2) business days after you learn of the loss or theft of your Visa® Check Card and/or PIN, and we can prove we could have stopped someone from using your Visa® Check Card and/or PIN without your permission if you had told us, you can lose 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 mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period. If you believe your Visa\* Check Card and/or PIN number has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

Your card is subject to Visa® U.S.A. rules prohibiting the use of your card for any illegal transactions, such as unlawful gambling. Such use may curtail your ability to receive reimbursement for questioned items in such transactions and/or subject your account to cancellation.

#### **CHARGES FOR ELECTRONIC FUND TRANSFERS**

- We do not charge for direct deposits to any type of account.
- We do not charge for pre-authorized withdrawals from any type of account.

Except as indicated elsewhere, we do not charge for electronic fund transfers.

#### RIGHT TO DOCUMENTATION

- Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. If the only possible transfers to or from your account are pre-authorized deposits, you will get a quarterly statement from us. You may call (702) 457-5465 in Las Vegas or (775) 335-5465 in Reno/Sparks or (877) 511-5465 Toll Free to find out whether or not the deposit has been made.

## STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three (3) or more business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will 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

#### **OUR LIABILITY**

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 will be liable for losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control, including but not limited to legal process; labor unrest; computer or other equipment failure; interruption of communication facilities; civil unrest or disturbance; emergency conditions; or potential violation of any guideline, rule, or regulation of any government authority prevent the transfer, despite reasonable precautions we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- (1) where it is necessary for completing transfers;
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

#### **ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or questions in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you and we will correct any error promptly.

If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or questions. If we decide to do this we will re-credit your account within ten (10) business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) 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 questions in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

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

**One Nevada Credit Union** 2645 South Mojave Road Las Vegas, NV 89121

Business Days: Monday through Friday Excluding Federal Holidays, Nevada State Day and the day after Thanksgiving.

(702) 457-1000 Las Vegas (775) 827-3880 Reno/Sparks (800) 388-3000 Toll Free www.OneNevada.org

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

#### **NOTICE OF ATM FACILITY USER PRECAUTION**

As with all financial transactions, please exercise discretion when using an ATM. For your own safety, be careful. The following suggestions may be helpful:

- (1) Prepare for your transactions at home to minimize your time at the ATM.
- (2) Mark each transaction in your account record, but not while at the ATM. Always save your ATM receipts. Do not leave them at the ATM because they may contain important account information.
- (3) Compare your records with the account statements you receive.
- (4) Do not lend your ATM card to anyone. Note: If you give your card or PIN to another person, you are authorizing that person to use your card and any transactions made by them are considered authorized.
- (5) Remember, do not leave your card at the ATM. Do not leave any documents at the ATM.
- (6) Protect the secrecy of your Personal Identification Number (PIN). Do not tell anyone your PIN or keep it where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse or write it on the ATM card.
- (7) Prevent others from seeing you enter your PIN by using your body to shield their view.

- (8) If you lose your ATM card or it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- (9) When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility after sunset. If you observe any problem, go to another ATM.
- (10) Do not accept assistance from anyone you do not know when using an ATM.
- (11) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later
- (12) Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surroundings.
- (13) At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except for the driver's window. Keep the engine running and remain alert to your surroundings.
- (14) We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

#### **NOTICE OF VISA® CHECK CARD USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using your Visa Check Card. Transactions made using the Visa® Check Card are like using cash.

- (1) Sign your card immediately when you receive it.
- 2) Do not lend your Visa\* Check Card to anyone. Note: If you give your Visa\* Check Card or PIN to another person, you are authorizing that person to use your card and any transactions made by them are considered authorized.
- (3) Protect the secrecy of your Personal Identification Number (PIN). Do not tell anyone your PIN. Do not write your PIN where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse or write it on the Visa\* Check Card.
- (4) Compare your records with the account statements you receive.
- (5) Always save your receipts. Do not leave them at the ATM, point-of-sale terminal, or with the merchant.
- (6) Prevent others from seeing you enter your PIN by using your body to shield their view.
- (7) Do not give your account number over the phone if the call is unsolicited.
- (8) It you lose your Visa Check Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- (9) Your card is subject to Visa® U.S.A. rules prohibiting the use of your card for any illegal transactions, such as unlawful gambling. Such use may curtail your ability to receive reimbursement for questioned items in such transactions and/or subject your account to cancellation.

#### **FUNDS AVAILABILITY DISCLOSURE**

This policy statement applies to "Transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and pre-authorized transfers to other accounts of yours with us. Share draft (checking accounts) are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our general policy is to make funds from your deposits available to you on the first business day after the day 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

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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, federal holidays, Nevada State Day and the day after Thanksgiving. If you make an ATM deposit before noon on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make an ATM deposit after noon or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Availability to deposits made through an ATM may vary based on account management. Contact us to inquire about your availability to ATM deposits.

#### **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds that you deposit available to you on the first business day after the day of your deposit. Depending on the type of deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$200 (effective July 21, 2011) of your deposit may be available on the first business day after we receive your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also notify you when the funds will be available. If your deposit is not made directly to one of our employees, such as an ATM deposit, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds 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 deposited will not be paid.
- You deposit checks totaling more than \$5,000 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 communication or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will notify 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 the electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashiers, certified, tellers, travelers 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. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than 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 be available on the ninth business day after the day of your deposit.

## TRUTH IN SAVINGS DISCLOSURE

SHARE SAVINGS ACCOUNT INCLUDING MYSAVINGS

**Rate information:** The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting:** Dividends, if declared, will be compounded every month. Dividends, if declared, will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

**Minimum balance requirements:** The minimum balance required to open this account is \$20. You must maintain a minimum daily balance of \$1 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

**Transaction limitations:** You may not make more than six (6) withdrawals or transfers from this account by means of a pre-authorized or automatic transfer, SilverLink Online, or telephone order or instruction, during any statement period. If you exceed this transfer limitation in any statement period, your account may be subject to closure by the Credit Union.

Par value of a share: The par value of a share in this account is \$100.

**Fees and charges:** Please refer to our fee schedule, located on the last page of this disclosure booklet.

#### **ONE CHECKING** (Effective March 1, 2012)

Rate information: No dividends are paid on this account.

**Minimum balance requirements:** The minimum required to open this account is \$20.00. Please see the bylaw requirement in the Common Features section for additional information.

You must maintain a minimum daily average checking balance of \$2,000 or more OR complete 15 signature-based debit card transactions each month. If during the month, you fail to meet either of these two requirements, your account will be subject to a monthly maintenance fee of \$5.00.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges:** Please refer to our fee schedule, located on the last page of this disclosure booklet.

#### ONE CHECKING REWARDS (Effective March 1, 2012)

Rate information: No dividends are paid on this account.

**Minimum balance requirements:** The minimum required to open this account is \$20.00. Please see the bylaw requirement in the Common Features section for additional information.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Cash Back Rewards:** Earn 0.5% cash back rewards on signature-based debit card transactions on your account each month. PIN-based debit card transactions do not qualify for cash back rewards. There is no limit on how much you can earn. You can claim your cash back rewards each month by logging into your account through online banking. The account is subject to a monthly maintenance fee of

**Fees and charges:** Please refer to our fee schedule, located on the last page of this disclosure booklet.

# REGULAR CHECKING, MYCHECKING, NEW START CHECKING, ESSENTIAL CHECKING

(Effective March 1, 2012 - No new Regular account(s)) (Effective April 1, 2017 - No new New Start account(s))

**Rate information:** The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Minimum balance requirements:** The minimum required to open this account is \$20. Please see the bylaw requirements in the Common Features section for additional information. Essential checking members must verify household income annually.

You must maintain a minimum aggregate daily savings and loan balance of \$1,000 to avoid a non-participation fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a non-participation fee once during the statement cycle unless the account receives E-statements. Essential checking, Free checking, New start checking, MyChecking, Regular checking and Green checking are exempt from this fee (see fee schedule). Regular checking and non complying Green checking are subject to the monthly maintenance fee.

**Transaction Limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges:** Please refer to our fee schedule, located on the last page of this disclosure booklet.

#### FREE CHECKING ACCOUNT

(Effective June 1, 2009 - No new Free Checking accounts)

Account requirements: To be eligible for a Free Checking Account you must be eligible for and maintain E-statements and a Visa® Check Card. If at any time you do not maintain all Free Checking requirements, the Credit Union may immediately convert your account to a One Checking Account (with rates, annual percentage yields and fees as applicable to a One Checking Account).

Rate information: The share dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Minimum balance requirements: The minimum required to open this account is \$20. Please see the bylaw requirements in the Common Features section for additional information. There is no minimum daily balance required in this account to avoid a non-participation fee.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges:** Please refer to our separate fee schedule, located on the last page of this disclosure booklet. The following fees are "waived" for free checking:

- Non-participation
- Online Bill Pay
- Online Banking
- Excessive ATM Transactions (on "One Nevada" machines)
- Excessive Checks Cleared or Paid
- Excessive Non-Automated Transactions
- Paper Statement

#### **GREEN CHECKING**

(Effective March 1, 2012 - No new Green Checking accounts)

**Account requirements:** To be eligible for a Green Checking Account, you must maintain E-statements and Online Banking. You must also complete 12 or more POS or signature based debit card transactions per month. If at any time you do not maintain these requirements, your account will be subject to a monthly maintenance fee.

**Rate information:** The share dividend rate and annual percentage yield may change at any time as determined by the credit union board of directors.

**Minimum balance requirements:** The minimum required to open this account is \$20.00. Please see the bylaw requirement in the Common Features section for additional information.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges:** Please refer to our separate fee schedule, located on the last page of this disclosure booklet.

#### **PLATINUM CHECKING**

(Effective March 1, 2012 – No new Platinum Checking Accounts)

**Rate Information:** The share dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting:** Dividends will be compounded every month. Dividends, if declared, will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

**Minimum balance requirements:** The minimum required to open this account is \$20.00. Please see the bylaw requirements in the Common Features section for additional information. You must maintain a minimum aggregate daily savings and loan balance of \$1,000 to avoid a non-participation fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a nonparticipation fee once during the statement cycle. You must maintain a minimum balance of \$10,000 or more in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits: Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

**Transactions Limitations:** No transaction limitations apply to this account unless otherwise stated in the common features section.

Fees and charge: Please refer to our fee schedule, located at the end of this disclosure booklet.

#### I.R.A. MONEY MAKER

**Rate information:** The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting:** Dividends will be compounded every month. Dividends, if declared, will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:** The minimum balance required to open this account is \$100. You must maintain a minimum daily balance of \$100 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

**Transaction limitations:** You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction or similar order to a third party.

**Fees and charges:** Please refer to our fee schedule, located on the last page of this disclosure booklet.

#### MONEY MAKER ACCOUNT

**Rate information:** The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting:** Dividends will be compounded every month. Dividends, if declared, will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above, is January 31.

**Minimum balance requirements:** The minimum balance required to open this account is \$5,000. You must maintain a minimum daily balance of \$5,000 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

**Transaction limitations:** The minimum amount for withdrawal is \$500 per withdrawal. You may not make more than six (6) withdrawals or transfers from this account by means of a pre-authorized or automatic transfer, SilverLink Online or telephone order or instruction, during any statement period. No more than three (3) of the six (6) transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed these transfer limitations in any statement period, your account will be subject to closure by the Credit Union.

Fees and charges: Please refer to our separate fee schedule, located on the last page of this disclosure booklet.

#### PREFERRED MONEY MARKET ACCOUNT

**Rate information:** The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting:** Dividends will be compounded every month. Dividends, if declared, will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above, is January 31.

**Daily balance computation method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

**Minimum requirements\*:** There is no minimum balance requirement to obtain the disclosed Annual Percentage Yield.

\*To obtain access to this relationship account you must open and fund an investment account or insurance product, as offered through our broker dealer, CUSO Financial Services L.P. (CFS). The investment account can be opened either via the self-directed option online through eVISION or through a registered representative of CFS. Insurance policies can be obtained through a licensed agent.

To maintain access to this account you must have established an investment position (via equity shares and/or mutual funds or an annuity contact) of at least \$25,000 from the date that the Preferred Money Market Account is opened.

Deposits maintained in the Preferred Money Market Account are Federally insured by the NCUA/NCUSIF up to \$250,000. The Preferred Money Market Account is not available for IRA accounts held ay ONCU.

Investments placed through CFS or any insurance company are not NCUA/NCUSIF insured or Credit Union guaranteed and may lose value.

Fees and charges: Please refer to our separate fee schedule, located on the last page of this disclosure booklet.

#### SHARE CERTIFICATE

Rate Information: The dividend rate on yo	our term share account is	9
with an annual percentage yield of	%. You will be paid this rate	unti
first maturity.		

**Compounding frequency:** Unless otherwise paid, dividends will be calculated every day

Crediting frequency: Dividends, if declared, will be credited to your account every month. Alternatively, you may choose to have dividends credited to another account.

**Dividend period:** For this account type, the dividend period is monthly.

**Effect of closing an account:** If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance Requirements: The minimum balance required to open this
account is 🔲 \$250 🔲 \$500 🔲 \$1,000 🔲 \$2,500. You must maintain a
minimum daily balance of 🔲 \$250 🔲 \$500 🔲 \$1,000 🔲 \$2,500 in your
account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you place noncash items (for example, checks) into your account.

#### **Transaction limitations:**

- After the account is opened, you may not make additions into the account until the maturity date stated on the account.
- · You may make unlimited additions into your account.
- There are no limitations on the frequency or timing of additions, except that no additions can be made in the last seven days before maturity.
- You may make withdrawals of principal from your account before maturity only
  if we agree at the time you request the withdrawal. Principal withdrawn before
  maturity is included in the amount subject to early withdrawal penalty.
- You cannot withdraw dividends from your account before maturity.
- You can only withdraw dividends credited in the term before maturity of that term without penalty.
- You can withdraw dividends anytime during the term of crediting after they are
  credited to your account. This dividend withdrawal limitation does not apply if
  you have made arrangements to have dividends credited to another account in
  lieu of having them credited to this account.

Time requirements:	Your account will mature
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**Early withdrawal penalties:** (a penalty may be imposed for withdrawals before maturity).

- If your account has an original maturity of one year or less: The penalty we
  may impose will equal 90 days dividends on the amount withdrawn subject to
  penalty or dividends since date of issuance whichever is less.
- If your account has an original maturity of more than one year: The penalty we
  may impose will equal 180 days dividends on the amount withdrawn subject to
  penalty or dividends since date of issuance whichever is less.

There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty. See your plan disclosure if this account is part of an IRA or other tax-qualified plan.

**Withdrawal of dividends prior to maturity:** The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account: This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your deposit will be placed in a share savings account.

Each renewal term will be the same as the original term, beginning on the

maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity dates which have the same term, minimum balance (if any) and other features as the original term share account. There is no grace period following the maturity of this account during which you may withdraw the funds without being charged an early withdraw penalty.

#### **COMMON FEATURES**

**Bylaw requirement:** You must complete payment of one share in your Share Savings account as a condition of admission to membership.

**Transaction limitation:** We reserve the right to, at any time, require not less than 60 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit or from any other savings account as defined by Regulation D.

**Nature of dividends:** Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

National Credit Union Share Insurance Fund: Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund. Please refer to our separate fee schedule for additional information about charges.

#### **YOUR ACCOUNT**

These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

	SHARE SAVINGS ACCOU	NT
Pros	pective dividend rate:	

The prospective dividend rate on your account is % with a prospective % for the current dividend period. annual percentage yield of

### ■ SHARE CHECKING ACCOUNT

Prospective dividend rate if your daily balance Is more than \$9,999.99:

The prospective dividend rate on your account is % with a prospective annual percentage of % for the current dividend period.

#### ☐ I.R.A. MONEY MAKER Prospective dividend rate:

Prospective dividend rates are based on balance and account activity.

If your daily balance is \$25,000 or more, a prospective dividend rate of will be paid on the entire balance in your account, with a prospective annual % for this period. percentage yield of

If your daily balance is more than \$0 and less than \$25,000, a prospective dividend % will be paid on the entire balance in your account, with a prospective annual percentage yield of % for this dividend period.

### MONEY MAKER ACCOUNT

#### **Prospective dividend rate:**

Prospective dividend rates are based on balance and account activity.

If your daily balance is or more, a prospective dividend rate of will be paid on the entire balance in your account, with a prospective annual percentage yield of % for this dividend period.

If your daily balance is more than \$4,999.99, but less than \$25,000, a prospective % will be paid on the entire balance in your account, with a prospective annual percentage yield of % for this dividend period.

If your daily balar	ce is more than \$0, but	less than \$5,000, a prospective dividen	d
rate of	% will be paid on the en	itire balance in your account, with a	
prospective annu	al percentage yield of _	% for this dividend period.	

Į	CERTIFICATE (See Pages 8 - 9 for additional information

#### **HOW TO AVOID COMMON SERVICE FEES**

One Nevada provides you with a variety of ways to avoid different fees associated with your account and transaction patterns.

#### **One Checking Account**

· Avoid the monthly maintenance fee by keeping a daily average balance of \$2,000 or more in your checking account or by completing 15 or more signaturebased debit card transactions each month.

#### **Essential Checking Account**

• Most fees waived when household annual income is less than \$35,000 per year. Must validate income annually. Please call for details.

- Use ONCU-owned or Allpoint machines to avoid a foreign ATM usage fee.
- Use the fast cash option or withdraw larger amounts of cash when using an ONCU ATM. This may help avoid repeat trips to the ATM.
- Use your ONCU Visa® Check Card for cash back at participating merchants.

#### **Live Agent Inquiries / Phone Transactions**

- Use Silverlink Online Banking or automated phone teller to access your account history, transfer funds, balance your checkbook, etc.
- Download and use our iPhone<sup>®</sup>, iPad<sup>®</sup> or Android<sup>™</sup> app to manage your accounts.
- Set up automatic transfers to other accounts if transferring funds on a regular basis.

#### **Non-Sufficient Funds**

- Avoid this fee by writing checks or performing transactions only when funds are immediately available in your checking account.
- Apply and qualify for a line of credit loan to be used for overdraft protection.
- Tie your savings account to your checking account.

Free Financial counseling is always available through BALANCESM. For assistance, please call (888) 456-2227

# **OneNevada** CREDIT UNION

Federally insured by NCUA. Equal Housing Lender.

## SERVICE FEE SCHEDULE

**EFFECTIVE MAY 1, 2017** 

	DESCRIPTION	FEE
	Account Closure (if closed within 90 days of opening) ATM Foreign Transaction (at machines not owned by One Nevada)	\$ 25.00 \$ 3.00
**	(additional fees may be charged by other institution)	÷ 200
	ATM-Excessive Transactions (per withdrawal or balance inquiry in excess of 8 per month at One Nevada machines only)	\$ 2.00
	Business Account (per month)	\$ 25.00
	Check Cashing by Non-Member (on us checks, cashiers checks, money orders)	\$ 10.00
	Check Copy	\$ 10.00
	Check Disbursement/Reissue Check Disbursement to Non-Member	\$ 5.00 \$ 30.00
	Checks – Image Checks and New Start checks	Prices vary
**	Checks – Cleared or Paid (per check in excess of 20 per month) (waived for One Checking)	\$ .20
	Courtesy Cash – Non-Sufficient Funds/Overdraft (or paid NSF)	\$ 35.00
	(per item) (includes check drafts, bill payer, electronic drafts, point of sale and ATM transactions) (excludes New Start)	
	Dormant (monthly after one year) (waived for minors)	\$ 5.00
	Express Mail Inaccurate Address (per month) (includes e-mail)	\$ 25.00 \$ 10.00
	IRA (fees waived when transacting with ONCU Investment Group)	
*	IRA Plan Open     IRA Annual Maintenance (balances under \$1,000)	\$ 25.00 \$ 25.00
*	• IRA Plan Closure	\$ 50.00
*	<ul><li>IRA Premature (early) Withdrawal</li><li>IRA Trustee to Trustee Transfer</li></ul>	\$ 25.00 \$ 50.00
	Levy/Garnishment	\$100.00
	Loan Default (1.5% of loan balance per month)	1.5% \$ 25.00
**	Medallion Signature Guarantee  Monthly Maintenance (waived for Essential and Minor Accounts)	\$ 5.00
	(only applies to Regular checking with daily average aggregate share	
	balances less than \$2,000, non qualifying Green checking and non qualifying One Checking)	
	Negative Balance (daily starting on 8th day and ending on day 30)	\$ 2.50 \$ 19.50
	New Start Checking Maintenance (per month) New Start NSF or Paid NSF (overdraft) (per item) (includes check	\$ 37.50
**	drafts, bill payer, electronic drafts, point of sale and ATM transactions)	ć 1F.00
	Non-Automated Transactions (in excess of three visits per month) Non-Participation (per month) (only applies to Regular Savings when	\$ 15.00
	combined share and loan balances are less than \$1,000.00 unless	
	account receives E-statement). One Checking Rewards (per month)	\$ 5.00
	Overdraft Transfer (savings to checking) Over Limit (includes line of credit)	\$ 10.00 \$ 35.00
	Paper Statement (per month/quarter) (Free Checking waived)	\$ 2.50
	(Over 65 waived) (Minors waived) Payoff Request (1st and 2nd mortgage)	\$ 30.00
*	Phone Transactions/Inquiries (SilverLink Free)	\$ 30.00 \$ 5.00 \$ 5.00 \$ 30.00 \$ 35.00 \$ 5.00 \$ 30.00
	Plastic Card Replacement (1st replacement free) Research/Maintenance (per hour, one hour minimum)	\$ 5.00
	Returned Checks (on deposited items) (per Item)	\$ 35.00
	Statement Copy (per account/per month) Stop Payment (through online banking)	\$ 5.00
	Stop Payment	\$ 35.00
	DESCRIPTION	FEE
	Visa® Currency Conversion (based on transaction amount)	2%
	Wire (incoming) (within U.S.)	\$ 10.00
	Wire (outgoing) (within U.S.)	\$ 25.00
	Other fees imposed for special requests or services will be fully	

explained and/or disclosed at the time of request. Fees subject

- Waived when the daily average aggregate share and/or loan balance exceeds \$50,000.
- \*\* Waived for Free Checking or high balance members.

FACTS	WHAT DOES <b>ONE NEVADA</b> 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 • Account balance and payment history • Credit history and credit scores  When you are no longer our member, we continue to share your information as described in the notice.
How?	All financial companies need to share personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' and members' personal information; the reasons One Nevada Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does One Nevada Credit Union Share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences.	Yes	Yes (view choices on next page)
For our affiliates' everyday business purposes — information about your creditworthiness.	Yes	Yes (view choices on next page)
For our affiliates to market to you.	Yes	Yes (view choices on next page)
For non-affiliates to market to you.	Yes	Yes (view choices on next page)
Contact Us Call us toll free at (800) 388-3000 or go to OneNevada.org.		

Sharing Practices	
How does One Nevada Credit Union protect my personal information?	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.
How does One Nevada Credit Union collect my personal information?	<ul> <li>We collect your personal information, for example, when you:</li> <li>Open an account or deposit money</li> <li>Pay your bills or apply for a loan</li> <li>Use your credit or debit card</li> </ul>
	We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	<ul> <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 non-affiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing.</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates include companies with a common ownership or control and include:  One Nevada Insurance Services, LLC One Nevada Realty Services, LLC CUSO Financial Services, L.P.
Non-affiliates	Companies not related by common ownership or control. They can be financial or non-financial companies. One Nevada Credit Union does occasionally share with non-affiliates so they can market to you.
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. One Nevada Credit Union does not jointly market.
If you want to limit our sharing	
Contact us	By telephone: (800) 388-3000 By mail: One Nevada Credit Union Privacy Department 2645 South Mojave Road Las Vegas, Nevada 89121