

**MEMBERSHIP
AGREEMENTS &
ACCOUNT
DISCLOSURES**





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FACTS**WHAT DOES Firefly Credit Union (FCU) DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Transaction history and payment history
- Credit history and checking account information

When you are *no longer* our member, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' / members' personal information to run everyday business. In the section below, we list the reasons financial companies can share their customers' / members' personal information; the reasons Firefly Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does FCU 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 products and services to you	No	We don't share
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experience	No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For non affiliates to market to you	No	We don't share

Questions?

Call (800) 345-2733 or go to www.fireflycu.org

What we do

<p>How does FCU protect my personal information?</p>	<p>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.</p>
<p>How does FCU collect my personal information?</p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • apply for a loan or use your credit or debit card • open an account or make a wire transfer • provide account information <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing</p>

Definitions

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and non financial companies.</p> <ul style="list-style-type: none"> • <i>Firefly Credit Union does not share with our affiliates</i>
<p>Non affiliates</p>	<p>Companies not related by common ownership or control. They can be financial and non financial companies.</p> <ul style="list-style-type: none"> • <i>Firefly Credit Union does not share with nonaffiliates so they can market to you</i>
<p>Joint Marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our Joint marketing partner provides various insurance products such as life, auto and home</i>



Membership & Account Agreement

This Agreement covers your and our rights and responsibilities concerning Account(s) offered to you by Firefly Federal Credit Union (often referred to simply as “credit union” throughout this booklet). In this Agreement, the words “you” and “yours” mean anyone who signs an Account Application or various types of Account Agreements (Account Forms). The words “we,” “us,” and “our” mean the credit union. The word “account” means any one or more share or other accounts you have with the credit union. The classification and form of ownership of your accounts is set forth on your Account Form or by Federal or State Law. By signing an Account Form, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Form, Funds Availability Schedule, the Truth in Savings Account Disclosures, Electronic Service Agreement & Funds Transfer Disclosure, Fee Schedule, if applicable, any Account Receipt accompanying this Agreement, the credit union’s Bylaws and policies, and except as otherwise prohibited by law, any amendments of these documents from time to time which collectively govern your Membership and Accounts. The credit union will notify you of any changes in Account terms, rates, or fees as required by law.

Telephone Monitoring: You agree that your telephone calls with us may be monitored and recorded to improve service and security.

Patriot Act Compliance: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person opening an account. In addition on legal entity accounts, we will require identification on beneficial owners and controlling person. When you open an account at Firefly Federal Credit Union, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying information.

1. Membership Eligibility

(To join the credit union). To be eligible for membership in the credit union you must be an individual or entity qualifying within the credit union’s field of membership and must purchase and maintain at least one share (the “membership share”) as required by the credit union’s Bylaws. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request. The credit union may modify its account opening procedures if you open a Limited Service Membership share account.

You are eligible for Firefly Federal Credit Union membership if you live, work, worship, attend school or volunteer within the Greater Twin Cities CommunitySM, which includes the following counties: Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington.

2. Single Party Accounts

A single party account is an account owned by one member including any individual, corporation, partnership, trust or other organization qualified for credit union membership. If the account is a single party account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate or Payable on Death (beneficiary/payee or trust) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner’s or owner’s agent’s prior to notice of an owner’s death.

3. Multiple (Joint) Party Accounts

An account owned by two or more persons is a multiple or joint party account hereafter referred to as a multiple party account.

a. Rights of Survivorship. For a multiple party account, Rights of Survivorship is based on residence and applicable state law.

b. Control of Multiple Party Account Owners. Any multiple party account owner is authorized and deemed to act for the other owner(s) and the credit union may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each multiple party account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on

an account, transfer, or pledge to the credit union all or any part of the shares of any account without the consent of the other account owner(s) and the credit union shall have no duty in such event to notify any other account owner(s). The credit union reserves the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple party account. If the credit union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the credit union may suspend or terminate the account, require a Court order to act or require that all account owners agree in writing to any transaction concerning the account.

c. Multiple Party Account Owner Liability. If any item deposited in a multiple party account is returned unpaid, an account is overdrawn, or we do not receive final payment on any transaction, each of the multiple party account owners is jointly and severally liable to the credit union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the credit union, the credit union may enforce its rights against any or all funds in the multiple party account regardless of who contributed the funds to the account.

4. Payable on Death/Trust Accounts

A Payable on Death (POD) account or trust account designation is an instruction to the credit union that an account so designated is payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to any named and surviving POD or trust beneficiary designated on your Account Card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship. Any POD or trust beneficiary designation shall not apply to Individual Retirement Accounts (IRAs) and savings certificates, which shall each be governed by separate beneficiary designations. In the event you completed a separate credit union Agreement or Form regarding your POD or trust account that conflicts with the provisions of this section of the Membership & Account Agreement, the credit union will honor the terms of the separate Agreement or Form to the extent it is allowed by law. The credit union shall at no time have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

5. Accounts for Minors

For any account established by a minor, the credit union reserves the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to the credit union for any returned item, overdraft, or unpaid charges or amounts on such account. The credit union may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account. The credit union has no duty to inquire of the use or purpose of any transaction by the minor or any account owner. The credit union shall not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

6. Uniform Transfers to Minors Account

A Uniform Transfers to Minors Account (UTMA) is an individual account established by a member as a custodian by depositing funds as an irrevocable gift to a minor. The minor to whom the gift is made is the owner and beneficiary of the funds. The custodian has possession and control of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. The credit union has no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodian's death, the credit union may place an administrative hold on the account, until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal. The account will terminate and be distributed in accordance with applicable law.

7. Agency Designation

An agency designation is an instruction to the credit union that the account owner has authorized another person to make transactions as agent for the account owner regarding the accounts designated. For an agency account, you appoint the agent listed on the Account Card as your attorney-in-fact to deposit or withdraw funds held

in the designated account(s). An agent has no ownership interest in the account or credit union voting rights. The credit union has no duty to inquire of the use or purpose of any transaction by the agent.

8. Deposit of Funds Requirements

Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements set forth on the Truth in Savings Account Disclosure section of this brochure.

a. Endorsements. You authorize the credit union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. You authorize the credit union to supply missing endorsements of any owners if the credit union chooses to supply such endorsements. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, the credit union may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the draft or check between the top edge and 1.5 inches from the top edge. The credit union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the draft or check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the credit union due to the delay or error.

b. Collection of Items. The credit union shall not be responsible for deposits made by mail or at an unstaffed facility until the credit union actually receives them. In handling items for deposit or collection, the credit union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The credit union will not be liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The credit union reserves the right to send any item for collection.

c. Final Payment. All items or ACH (Automated Clearing House) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account. If the credit union incurs any fee to collect any item, the credit union may charge such fee to your account. The credit union reserves the right to refuse or to return all or any item or funds transfer. The credit union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the credit union unpaid, regardless of whether the amount of the item has been available for your use.

d. Direct Deposits. The credit union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the credit union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the credit union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the credit union to make and apply direct deposits in accordance with your authorization on file with the credit union. If the credit union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the credit union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on credit union holidays and on days that are not business days of the credit union will be credited to your account on the next business day. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the credit union. Items drawn on an institution located outside the United States are handled on a collection basis only. We reserve the right to charge a fee for foreign items you put in for collection. Amounts will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the credit union for credit to your account or for collection.

9. Account Access

- a. Authorized Signature.** If you open your account in person, by mail or facsimile machine, your signature on the Account Card authorizes your account access. The credit union will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, the credit union may honor any draft or check that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.
- b. Online Account Opening.** If you open your account by our online account opening service, the credit union reserves the right to contact you to obtain confirmation of any instruction before processing it. However, the credit union is not required to confirm any instruction that looks like it was made by you, and we won't be liable if we don't contact you. The credit union is also not required to confirm the actual identity or authority of anyone who uses your electronic identification (like a password or personal identification number) or any account access device we gave you like a checking account debit card.
- c. Access Options.** You may make withdrawals or transfers from your account in any manner which is permitted by the credit union (i.e., draft, check, automated teller machines (ATMs), in person, by mail, automatic transfer, or telephone, as applicable). If the credit union accepts any draft or check that is not drawn on a form provided by the credit union, you will be responsible for any loss incurred by the credit union for handling the draft or check. The credit union may return as unpaid any draft or check that is not drawn on the form provided by the credit union. The credit union has the right to review and approve any form of power of attorney and may restrict any withdrawals or transfers on your accounts.
- d. ACH & Wire Transfers.** Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state of Minnesota (our home office location). We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will

expose the credit union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

e. Check Orders. All checks, withdrawal forms, and deposit slips must be on forms obtained through the credit union or which we approve in advance. You are responsible for verifying the accuracy of all information on these forms. The credit union's liability, if any, for any printing errors on the forms obtained through us is limited to the cost of replacement. The credit union will not be responsible or liable for any other loss or damage you sustain. In addition, the credit union is not responsible or liable for any losses or damages you sustain from the use of forms not obtained through us or approved by us in advance, including, but not limited to, your (1) electing to have checks printed by a vendor that we have not approved; (2) using check stock or security features that do not survive conversion of the check to an electronic item or a substitute check; (3) making checks out in such a way (e.g., lightly colored ink) that the information does not survive the conversion of the check to an electronic item or a substitute check; (4) using check stock that contains printing inaccuracies, faulty magnetic ink, or faulty encoding; or (5) using check stock that contains duplicate serial numbers. The credit union can return checks that are defective for any reason including those stated above or may charge you a fee as disclosed in our Fee Schedule if we must manually clear a check due to incorrect information (such as encoding) on the check.

f. Credit Union Examination. The credit union may disregard information on any draft or check other than the signature of the drawer, amount of the item and any magnetic encoded information. You agree the credit union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

10. Account Rates and Fees

The credit union's payment of earnings on your account is subject to the account rates and fees, payment and balance requirements as set forth in the Savings Rates brochure, the Truth in Savings Account Disclosures and the Fee Schedule. The credit union may charge you fees for accounts and services provided by the credit union. The fees and charges that may be assessed against your account are set forth on the Fee Schedule. You agree the credit union may change the Fee Schedule at any time, and you will be notified of such changes as required by law.

11. Transaction Limitations

a. Withdrawal Restrictions. The credit union may permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft program. Checks or other transfer or payment orders which are drawn against insufficient funds will be subject to a service charge, set forth in the Fee Schedule. If there are sufficient funds to cover some but not all of your withdrawal orders, the credit union may allow those withdrawals for which there are sufficient funds in any order at the credit union's discretion. The credit union may also refuse to allow a withdrawal in other cases; for example: a legal garnishment or attachment is served; the account secures any obligations to the credit union; any required documentation has not been presented; you fail to repay a credit union loan on time or are in default on any credit union obligation; or any reason allowed by applicable law. You will be advised of the reasons for refusal if such action is taken. The credit union reserves the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days in accordance with applicable law before such withdrawal.

12. Certificate Accounts

Any savings certificate or IRA certificate account offered by the credit union is subject to the terms of this Agreement and the specific terms and disclosures set forth on the Truth In Savings Account Disclosure section of this brochure and Account Receipt for each account which is incorporated herein by reference.

13. Overdrafts

a. Overdraft Liability. If on any day the funds in your account are not sufficient to cover checks, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft program you have with us. The credit union's determination of an insufficient account balance may be made at any time between presentation and the credit union's midnight deadline with only one review of the account required. The credit union has no duty to notify you of an insufficient funds check, draft or item. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Fee Schedule. Except as otherwise agreed in writing, the credit union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If the credit union pays a check, draft or other item or imposes a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. If your account is overdrawn, you authorize the credit union to deduct the amount your account is overdrawn from any deposit, including retirement checks, or deposits of government payments or benefits such as (but not limited to) Social Security Benefits. 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.

14. Postdated and Staledated Checks

You authorize us to accept and pay any check without regard to the date of the check even if the check is presented for payment before its date, unless you notify the credit union of the postdating. Your notice will be effective only if the credit union receives the notice in time for the credit union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the credit union's computer to identify the check. If you give the credit union an incorrect, incomplete, or untimely notice, the credit union will not be responsible for paying the check before the date stated and the credit union may charge your account as of the date the credit union pays the check. You may make an oral notice which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The credit union is under no obligation to you to either pay or dishonor a check or draft drawn on your account which is presented more than six (6) months after its date.

15. Stop Payment Orders

a. Stop Payment Request. You may ask the credit union to stop payment on any check you or any account owner draw upon your checking account. You may request a stop payment by telephone, by mail, in person, or in some cases over the Internet. The stop payment will be effective if the credit union receives the order in time for the credit union to act upon the order and you state the number of the account and number of the check. You understand that the exact information is necessary for the credit union's computer to identify the check. If you give the credit union incorrect or incomplete information, the credit union will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for the credit union to act upon the order, the credit union will not be liable to you or to any other party for payment of the check. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the credit union, and to assist the credit union in legal action taken against the person.

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The credit union is not obligated to notify you when a stop payment order expires.

c. Liability. The credit union may charge a fee for each check for which a stop payment order is requested, as set forth on the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by the credit union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the credit union, who is a holder of the item despite the stop payment

order. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the credit union harmless from all costs, including attorney's fees, damages or claims related to the credit union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

16. Credit Union Liability

If the credit union does not properly complete a transaction according to this Agreement, the credit union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The credit union will not be liable if: (a) through no fault of the credit union, your account does not contain enough money to make the transaction; (b) circumstances beyond the credit union's control prevents the transaction; (c) your loss is caused by your negligence, the negligence of a third party with which you choose to do business, or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The credit union will not be liable for consequential damages, except liability for wrongful dishonor. The credit union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the credit union. You grant the credit union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or credit union employees and any written form will be resolved by reference to this Agreement and applicable written form.

17. Credit Union Lien and Security Interest

To the extent you owe the credit union money as a borrower, guarantor, endorser or otherwise, the credit union has a lien on any or all of the funds in any account in which you have an ownership interest, regardless of the source of the funds, unless prohibited by law. The credit union may apply these funds in any order to pay off your indebtedness. If the credit union chooses not to enforce its lien, the credit union does not waive its right to enforce the lien at a later time. In addition, you grant the credit union a consensual security interest in your accounts and agree the credit union may use the funds from your accounts to pay any debt or amount now or hereafter owed the credit union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

18. Legal Process

If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the credit union may refuse to pay out any money from your account until the dispute is resolved or may pay out funds according to the terms of the levy. If the credit union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the credit union's lien and security interest.

19. Account Information

Upon your request, the credit union will inform you of the name and address of each credit reporting agency from which the credit union obtains a credit report in connection with your account. The credit union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is in compliance with the law, government agencies or court orders; (4) you give us your written permission; or (5) guarantee a check by a third party.

20. Notices

a. Name or Address Changes. It is your responsibility to notify the credit union upon a change of address or change of name. The credit union is only required to attempt to communicate with you at the most recent address you have provided to the credit union. For security reasons, the credit union will only accept a change in address notice in writing or via our digital banking service after authentication. If the credit union attempts to locate you, the credit union may impose a service fee as set forth on the Fee Schedule.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The credit union will notify you of any changes in terms, rates, or fees as required by law. The credit union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the credit union's right to enforce any right in the future. Any written notice you give to the credit union is effective when it is actually received by the credit union.

c. Effect of Notice. Any written notice you give to the credit union is effective when it is actually received by the credit union. Any written notice the credit union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

21. Taxpayer Identification Numbers and Backup Withholding

If your account is or becomes subject to backup withholding, the credit union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of dividends, interest, and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding. If you fail to provide your TIN, the credit union may suspend the opening of your account.

22. Statements

a. Contents. If the credit union provides a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand and agree that your original check, when paid, becomes property of the credit union and may not be returned to you, but copies may be retained by the credit union or payable through financial institution and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you, even if the checks do not accompany the statement.

b. Examination. You are responsible for examining each statement and reporting any irregularities to the credit union. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.

c. Notice to Credit Union. You agree that the credit union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying the credit union of any errors. The statement will be considered correct for all purposes and the credit union will not be liable for any payment made or charge to your account unless you notify the credit union in writing within the above time limit for notifying the credit union of any errors.

23. Inactive and Abandoned Accounts, Undeliverable Statements

The credit union will assess an inactive fee on some low-balance accounts under the following conditions: (1) there have been no deposits, withdrawals or other types of transactions on the account for one year or more; (2) account holder is age 18 or older; (3) there is no open loan account (this includes credit card, business loan or first mortgage); (4) the account is not classified as an IRA savings, savings certificate, custodial or trust account; and (5) the aggregate account savings balance is \$100 or less. The monthly service fee for continuing to process an inactive account is set forth on the Fee Schedule as an Inactive Membership fee. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. If a deposit or withdrawal has not been made on the account and the credit union has had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, the credit union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency. If the credit union sends you a properly addressed and mailed statement to your last known address and your statement is returned to the credit union as undeliverable, the credit union will impose an undeliverable statement fee as set forth on the Fee Schedule as an Undeliverable Statement fee. You authorize us to transfer funds from

another account of yours to cover any service fees, if applicable. To the extent allowed by law, the credit union reserves the right to transfer the account funds to an account payable and to suspend any further account statements.

24. Special Account Instructions

You may request the credit union to facilitate certain trust, will, or court-ordered account arrangements. However, because the credit union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the credit union to follow any instructions that the credit union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the credit union may refuse to follow your instructions or may require you to indemnify the credit union or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed account change form and accepted by the credit union.

25. Reclassification of Funds

For regulatory accounting purposes, your Firefly Federal Credit Union checking account consists of transaction and savings sub-accounts. We may periodically reclassify the funds in these sub-accounts to allow for greater flexibility in reserve requirements at the Federal Reserve Bank (FRB). Your accounts will continue to be governed by the same rules governing our other savings accounts as indicated elsewhere in this agreement. This will in no way affect your dividend calculation, available balance, earnings, NCUA insurance protection, monthly statement, or any other features of this account.

26. Termination of Account

The credit union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft program; (6) if there has been any misrepresentation or any other abuse of any of your accounts; or (7) if the credit union reasonably deems it necessary to prevent a loss to the credit union. You may terminate any single party account at any time by notifying the credit union in writing. The credit union reserves the right to require the consent of all multiple party account owners for termination of a multiple party account. The credit union is not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if the credit union pays an item after termination, you agree to reimburse the credit union for the payment.

27. Termination of Membership

You may terminate your membership at the credit union after giving notice of your intent to withdraw from membership. You may be denied services or privileges or expelled from membership for any reason allowed by applicable law, credit union bylaws or policies, including causing a loss to the credit union.

28. Death of Account Owner

The credit union may continue to honor all transfer orders, withdrawals, deposits and other transactions on the account until the credit union is notified of a member's death. Once the credit union is notified of a member's death, the credit union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless the credit union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree the credit union can require that anyone who claims funds in your account after your death indemnify the credit union for any losses resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

29. Severability

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for

reference only and are not to be construed as part of the Agreement.

30. Enforcement

You agree to be liable to the credit union for any loss, cost or expense that the credit union incurs as a result of your failure to follow this Agreement. You authorize the credit union to deduct any such loss, costs or expenses from your account without prior notice to you. In the event the credit union brings a legal action to enforce the Agreement or collect any amount due under this Agreement, the credit union shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

31. Governing Law

This Agreement is governed by the Bylaws of the credit union, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the credit union's main office is located, and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the credit union is located.

Electronic Service Agreement & Electronic Funds Transfer Disclosures

In this agreement, YOU and YOUR refer to each member who has been approved for electronic credit union services. Credit union refers to Firefly Federal Credit Union. This agreement describes the electronic credit union services offered to you, and provides the terms for using them. You may use these services with your checking, savings, or loan accounts as described below. These services provide various ways to have funds transferred to and from your account electronically. None of these services will apply to your accounts unless you authorize them. The credit union may limit the availability of electronic credit union services as the credit union sees fit.

Part I. Electronic Credit Union Services

A. Automated Teller Machine (ATM) Card and Debit Card

The credit union will issue you an Automated Teller Machine (ATM) Card, Debit Card (also known as a Visa Debit Card) or similar access device (a "card") only if you apply for one. When you apply for a card, the credit union will ask you to specify which of your accounts you want to access with your card. If the credit union issues you a card and a personal identification number (a "PIN"), you can obtain cash at any time at ATM machines or other electronic terminals ("terminals") which the credit union designates now or in the future. At some terminals you can also make deposits and transfer funds between your accounts. In some cases, the credit union may restrict the use of your card at terminals to cash withdrawals only, deposits will not be allowed. The credit union will inform you if this restriction applies. Depending on the accounts you have with the credit union, you can use your card with either your checking, Preferred savings, or with both of these accounts.

- 1. Use of your card.** You can use your card at terminals to withdraw money on deposit in your checking account or Preferred savings account. If your checking account has ReadyCashSM, you can use your card to draw against it. (See Standard Overdraft Programs section of this brochure). Each time you use your card, you must indicate which account you want to access. The credit union will charge the account you indicate for any money, goods or services you obtain with your card. At terminals at any credit union office, terminals owned by the credit union or at designated terminals in the State of Minnesota, you can also make deposits and transfer money between your accounts. However, if the terminal is located at another financial institution, or is a cash dispensing terminal only, you may not be able to make deposits or transfer money between your accounts. When you use a terminal not owned by the credit union, you may be charged a fee by the ATM operator, or by the network the ATM uses. You may also be charged a fee for a balance inquiry, even if you do not complete a fund transfer. If your card has been designated as a Visa Debit Card, you may use the card to pay for goods and services from some merchants, known as point of sale ("POS") debit transactions, provided the card is used to access your checking account. Some of these services may not be available at all terminals. For information regarding the use

- of your card in a foreign country, see the section titled "Foreign Transactions."
- 2. Limits on withdrawals and transfers.** You may use your ATM card up to five times in any one day to make cash withdrawals so long as you do not withdraw more than \$500 in a day. If your card has been designated as a Visa Debit Card, you may perform up to 20 POS transactions each day to pay for goods and services so long as you do not withdraw more than \$5,000 per day of your available checking balance including your unused portion of your credit line.
 - 3. Deposits at Terminals – Deposit Verification.** Items you want to deposit to your account must be endorsed by all payees. The credit union guarantees endorsements and assumes responsibility for such endorsements. Items made out to payees not on the account may not be accepted. As further verification may be required before your account is credited, a deposited item may be delayed or returned to you by first class mail to the address on your account. If you make a deposit at a terminal and the amount keyed differs from the sum of the items deposited, a debit or credit adjustment will be made to your account. The credit union will make the adjustment usually in one business day if the terminal is owned by the credit union. However, if the terminal is not owned by the credit union it could take two business days or longer to make an adjustment based on the time it takes to receive notification of the adjustment. During the verification process, items deposited that are not negotiable will be returned to you by first class mail to the address on the account. The dollar amount of non-negotiable items or endorsement exceptions will be deducted from the total dollar amount keyed in for deposit. Items made payable to a business may not be accepted for deposit to personal or consumer accounts. For further information regarding holds on deposits and funds availability, see the section "Funds Availability Schedule – Deposits at Automated Teller Machines."
 - 4. Two or more accounts.** If the credit union has permitted you to access more than one account with your card, each time you use your card, you must indicate which account you want to access. The credit union will charge the account you indicate for any money you obtain with your card. If the amount you obtain with your card exceeds your balance (or the available portion of your credit line), the credit union may charge the amount to any account you own primarily or jointly. If the amount you obtain with your card, when combined with other charges that the credit union makes to your accounts, exceeds the balance of your accounts and the available portion of any credit line, you must immediately pay the credit union the overdraft amount and any overdraft fee.
 - 5. Joint accounts.** If an account that you designate on your card application is a joint account, every person who can use the account is responsible for the use of your card. Any notice given to the credit union by one person who can use the account will be effective for all other persons who can use the account. This is true even if other agreements you have with the credit union state that withdrawals, deposits or requests for loans can be made only by written request.
 - 6. ATM machine malfunctions.** It is possible that a terminal may malfunction. You will not hold the credit union responsible for damages that result from or are a consequence of a terminal not dispensing cash, or dispensing cash in the wrong amount or failing to provide a proper receipt. You will notify the credit union as soon as you can if any terminal fails to dispense the correct amount of cash or provide a proper receipt. You understand that the longer you wait to report the error, the more difficult it will be to verify your claim. You will notify the credit union in the manner explained in the section titled "In Case of Errors or Questions about your Electronic Transfers."
 - 7. Authorizing others to use your card.** By accepting your card, you agree that you will not authorize or permit any person to use it. If anyone does use it with your permission, you will be responsible for any charges the credit union makes to your account. Your rights in case your card is used by another person without your authority are described in the section titled "Your Liability for Unauthorized Withdrawals."
 - 8. Minnesota civil action.** If your transaction is with a Minnesota financial institution, you may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of the Minnesota Funds Transfer Facilities Act. You may recover actual damages or \$500, whichever is greater. You may also recover punitive damages, together with court costs and reasonable attorney's fees incurred.
 - 9. Terminating your card privileges.** Your card is the credit union's property. The credit union can terminate or suspend your card privileges at any time,

for any reason and without advance notice. This includes not renewing your card (after the card expiration date) for inactivity. You may terminate your card privileges at any time by calling at (952) 736-5000 or (800) 345-2733 or by writing the credit union at Firefly Federal Credit Union, 1400 Riverwood Drive, Burnsville, MN 55337. Any person with an interest in your joint account may terminate the card privileges for that account by giving the credit union notice in the same manner. If card privileges are terminated, you must immediately surrender your card to the credit union. This is true no matter who terminates the card privileges. Termination or suspension of card privileges will not affect the credit union's respective rights and obligations for transactions made with your card before the privileges were terminated.

10. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. Visa will charge an International Service Assessment (ISA) fee on all international Visa Debit transactions regardless of whether or not a currency conversion is involved. There are two categories for ISA fee charges: "Multi Currency" or "Single Currency."

- (a) Multi Currency is where you use your Card to make a transaction in a foreign country and the merchant accepts the transaction in non-U.S. currency. Visa then converts the currency during settlement to U.S. currency so the transaction can be posted to your Card Account. The Visa ISA fee for Multi Currency transactions is 1% of the transaction amount.
- (b) Single Currency is where you use your Card to make a transaction in a foreign country and the merchant accepts the transaction in U.S. currency rather than the currency of the foreign country. The Visa ISA fee for Single Currency transactions is .8% of the transaction amount.

The Visa ISA fee is shown on your account statement as a "Foreign Transaction Fee – ATM/Debit."

B. Website and Digital Banking Services

You may use certain services the credit union offers if you have access to an electronic device (like a personal computer, tablet or mobile phone) that provides you with Internet access, compatible browser software and other software as may be required.

You can access the credit union's website at www.fireflycu.org. The website contains information about the credit union's products and services, a digital banking login section, links to other websites of common interest, applications for various services that can be completed online and a way to send electronic mail (e-mail) to or communicate with the credit union.

Full terms and conditions for these services are provided and must be accepted upon initial use of digital banking services. Complete details, including the Credit Union's rights to cancel or discontinue services, can be accessed at www.fireflycu.org/ disclosures in the Website & Digital Banking Terms & Conditions.

C. ExpressFoneSM Service

When you make application for the credit union's ExpressFone service, you will create your own personal identification number (PIN) to use with ExpressFone service on your first call. You cannot use ExpressFone without your PIN.

- 1. You can use your PIN to:** You can use your access code with a touch-tone telephone to:
- Make check withdrawals from specific savings and checking accounts.
 - Obtain a loan advance from your line-of-credit loan or ReadyCash.
 - Make transfers between your accounts. For example, you can transfer money from your share savings account to your checking account.
 - Make your loan payments from specific savings and checking accounts.
 - Request information regarding your accounts. For example, you can inquire if a specific check has been paid or find out the balances in your accounts.

2. Limits on transactions. There is no limit on the number of times that you may use your access code each day.

- The credit union may set limits on the total dollar amount of any transaction.
- The dollar amount of any transaction is limited to the amount of money you have in your account.
- The credit union has rights to check each transaction before it is treated as final.
- You are limited to transactions under \$10,000 using ExpressFone service.

3. Permitting others to use your PIN. You are responsible for the safekeeping of your PIN. You will not permit any other person to use your PIN. If you tell anyone your PIN, you have given them the ability to make transactions from your accounts by using ExpressFone service. Your rights in case your PIN is used by another person without your authority are described in the section, "Electronic Funds Transfer Disclosures -Your Liability for Unauthorized Withdrawals."

4. Discontinuing ExpressFone Service. In the event that ExpressFone Service is no longer offered, the credit union is not required to notify you and the credit union will not be responsible for the failure to honor any ExpressFone transactions if service is discontinued.

5. Terminating your ExpressFone service privileges. The credit union may cancel your right to use your PIN with ExpressFone at any time by giving you written notice. You may cancel your use of your PIN with ExpressFone service at any time by writing or calling the credit union. The Agreement continues to apply to all transactions made before the cancellation.

D. Electronic Loan and Bill Payment

If you authorize a company to make periodic charges to your account for loan or bill payments, the credit union can charge your account for the amount of the electronic charges the credit union receives from the company. The following terms will apply.

1. Your authorization. No one can charge your account unless you authorize them in writing to do so. If you authorize a company to make periodic charges to your account, the company must give you a copy of your written authorization to keep. If you have authorized a company to charge your account periodically, and the charge for a particular period is greater than the previous charge, the company will send you a notice of the difference at least 10 days before the charge is scheduled to be made. The company will also send you notice if a particular period is shorter or longer than usual.

2. Limitations. Each charge must be for an amount you owe a company for money borrowed or goods or services purchased. There are no other limitations on the amount or frequency of charges to your checking account.

3. Canceling your authorization. If you have authorized recurring charges to your account by a particular company and wish to cancel that authorization, you must notify the company in writing that you are canceling the authorization. If after you have canceled your authorization in writing to the company and your account is still charged, you must request a Written Statement of Unauthorized Debit form within 15 days of receipt of your statement. To request a form, call the credit union during regular business hours. Upon receipt of the Written Statement of Unauthorized Debit form, the credit union will credit your account the amount of the charge and return the item. You must complete the Written Statement of Unauthorized Debit and have it returned to the credit union no later than 60 days after the day the unauthorized charge was made to your account. If you wait longer than 60 days, the credit union cannot credit your account and you must contact the company for credit.

E. Electronic Check Conversions

If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize to elect to debit your account for the return check fee.

F. Telephone Transfer

If you have more than one account with the credit union, you may transfer funds from one account to another from time to time. You can do that by calling the credit union at any number provided on the back panel of this folder and giving:

- your name;
- the amount you wish to transfer;
- the account number from which you wish to transfer the funds; and the account number to which the funds are to be deposited. The credit union may ask you

for additional information to verify your identity.

- 1. Your authorization.** You do not need to sign any written authorization to use the credit union's telephone transfer service. Your telephone call is the only authorization the credit union needs.
- 2. Limitations.** There are presently no limits on the amount that you can transfer at any one time or on any given day.

G. Preauthorized Payroll & Similar Credits

Some companies and government agencies will, if specifically authorized, deposit funds electronically instead of issuing checks. Examples of payments for which this is commonly done include payroll, annuity payments and government payments such as Social Security payments.

- 1. Your authorization.** You must authorize a company or government agency to pay you in this way. You have no right to a copy of your authorization, but most companies and government agencies will provide one on request.
- 2. Limitations.** There are no limitations on the amounts that may be credited to your account.
- 3. Deposit inquiry.** You have the right to find out whether an electronic payment that you have authorized has been received on schedule and credited to your account. You can contact the credit union at any phone number or address provided on the back panel of this brochure.
- 4. When transactions are posted.** The credit union is required by law to post any preauthorized credit to your account as of the day that the credit union receives final settlement (when the credit union receives the actual funds). If you authorize a credit to be made to your savings account, the credit union must pay interest on that deposit from the day the credit union receives final settlement.
- 5. Disclosure of provisional payment.** When the credit union gives you credit for an Automated Clearing House System preauthorized payment, it is considered provisional until the credit union receives final settlement for such entry through a Federal Reserve Bank. If the credit union does not receive such final settlement, the credit union is entitled to a refund of the amount credited to you. In this event, the company or government agency making the electronic payment shall not be deemed to have made such payment to your account.

Part II. Electronic Funds Transfer Disclosures

A. Business Days

The credit union's business days are Monday through Friday. Some holidays the credit union is closed, and the holidays the credit union is closed on are not considered business days.

B. Your Liability for Unauthorized Withdrawals

An "unauthorized withdrawal" is a withdrawal by a person who does not have your actual, implied or apparent permission, and is a withdrawal that does not benefit you. You will not be liable for unauthorized withdrawals except as explained in this disclosure.

- 1. Joint accounts.** A withdrawal by a joint account holder or other person with an interest in your account is not an unauthorized withdrawal.
- 2. Lost or stolen card or access code.** If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will tell the credit union AT ONCE. Telephoning the credit union at the following number is the best way of keeping your possible losses to a minimum:

(952) 736-5000 or (800) 345-2733

or write to:

**Firefly Federal Credit Union
1400 Riverwood Drive
Burnsville, MN 55337**

You may lose all the money in your accounts or the accounts you designated in your card application if you do not notify the credit union on time. These are the specific rules for notice:

- If your card has been designated as a Visa Debit Card and it is lost or stolen, your liability for unauthorized transactions with the card, other than transactions at an ATM is zero (\$0) if you notify us within 2 business days after discovering that

your card is lost or stolen; and a maximum of fifty dollars (\$50) if you notify us after 2 business days. Your liability for other assertions of unauthorized Visa Debit Card transactions, not involving an ATM, is a maximum of \$50, provided you provide proper notice of the unauthorized transactions and a written statement regarding the unauthorized use, if requested by the credit union. The provisions of this paragraph do not apply to transactions at an ATM or to cards issued outside the U.S. They also do not apply if you were grossly negligent or fraudulent in the handling of your account or card.

- If the unauthorized use involving your Visa Debit Card does not fall under the previous paragraph or if the unauthorized use involves your ATM card, your liability is determined under this paragraph. You could lose all the money in your account (plus your maximum ReadyCash limit, if you have one). If you believe your Visa Debit Card or your ATM card has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.
- If your statement shows transfers that you did not make, you will notify the credit union immediately. If you do not notify the credit union within 60 days after the credit union mailed your statement, and if the credit union can prove that the credit union could have prevented any loss if you had, you may not get back any money you lose after those 60 days. If a good reason (such as a long trip or a hospital stay) kept you from notifying the credit union of the loss or theft of your card or access code the credit union will extend the time period.

C. Receipts and Periodic Statements

You will get a receipt each time you use a terminal to make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less. The receipt you receive is evidence of the transaction as recorded by the terminal. All transactions are subject to posting, final payment or verification, as the case may be. You can use the receipt to reconcile your periodic account statement. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call the credit union at any telephone number listed on the back panel of this brochure to find out whether or not a specific deposit has been made.

You will get a monthly statement specifying types, dates and amounts affecting your account unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

D. In Case of Errors or Questions About Your Electronic Transfers

If you think your statement or receipt is wrong you will contact the credit union at:

(952) 736-5000 or (800) 345-2733

or write to:

**Firefly Federal Credit Union
1400 Riverwood Drive
Burnsville, MN 55337**

You will also notify the credit union if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

The credit union needs to know:

- your name, member number, and the dollar amount of the suspected error; and
- if it is a terminal transaction, the sequence number, the terminal number and the date of the transaction from the terminal receipt; and
- a description of the error or the transfer. You will explain why you believe there is an error or what additional information you need about the transfer. If you notify the credit union orally, the credit union may ask that you send the credit union your complaint or question in writing within 10 business days.

The credit union will usually tell you of its findings within 10 business days (5 business days for POS transactions) of your notifying the credit union and correct any error promptly. If the credit union needs more time, however, the credit union may take up to 45 days (90 days for POS transactions or if the transaction is initiated outside the United States) to investigate your complaint or questions. If the

credit union re-credits your account within 10 business days (5 business days for POS transactions), for the amount you think is in error, you will have the use of the money while the credit union completes its investigation.

If your account is new, the credit union can re-credit the disputed amount within 20 business days and then complete the investigation within 90 days. If the credit union asks you to send the credit union your complaint or question in writing and the credit union does not receive it within 10 business days, the credit union need not re-credit your account.

The credit union will tell you the results within three business days after completing its investigation. If the credit union decides that there was no error, the credit union will send you a written explanation. You may ask for copies of the documents that were used in the investigation.

E. The Credit Union's Liability for Failure to Make or Stop Certain Transfers

1. ACH Stop Payments. You have the right to stop payment on a one time or a series of electronic loan or bill payment(s) at least three days before the transaction is scheduled, the credit union must honor your stop payment. Your stop payment order will apply to all future transactions and will remain in effect until all entries related to the order have been stopped. If you cannot get your stop payment request to the credit union that soon, the credit union will still do the credit union's best to honor your request. To request a stop payment, you should contact the credit union at:

(952) 736-5000 or (800) 345-2733

or write to:

Firefly Federal Credit Union

1400 Riverwood Drive

Burnsville, MN 55337

or visit any Firefly location

If you call, the credit union may also require you to put your stop payment order in writing and get it to us within 14 days after you call. If you ask the credit union to stop payment of a preauthorized transfer at least three business days before the transfer is scheduled, the credit union will be liable for your losses or damages if the credit union fails to stop the transfer.

2. Liability for Failure to Make Transfers. If the credit union does not complete a transfer to or from your account on time or in the correct amount according to the credit union's agreement with you, the credit union will be liable for your losses or damages. However, there are some exceptions. The credit union will not be liable, if:

- through no fault of the credit union's, you do not have enough money in your account to make the transfer; or
- the transfer would go over the limit on your overdraft service; or
- the terminal where you made the transfer did not have enough cash; or
- it was clear that the terminal or service was not working properly when you began the transaction; or
- circumstances beyond the credit union's control (such as fire, flood or power failure) prevented the transfer, despite the credit union's reasonable precautions; or
- your Account is subject to legal process or other claim, or
- you use a damaged or expired access device or an access device that has been reported lost or stolen; or
- there are other exceptions stated in this disclosure or in the credit union's agreement.

F. Disclosure of Information

The credit union will not disclose any information to third parties about your account or the transfers you make except:

- when necessary in order to complete transfers or to verify the existence and condition of your account for a third party, such as a merchant or credit bureau; or
- to comply with a statute, regulation, or rule; or

- to comply with a subpoena, search warrant or other government agency or court order; or
- in connection with examinations by state and federal banking authorities; or
- when the credit union concludes that disclosure is necessary to protect you, your account, or the credit union's interests; or
- if you give the credit union written permission.

G. Privacy Protection at Off-premises Terminals in Minnesota

A Minnesota law protects the privacy of customers using electronic terminals, supporting equipment, structures or systems ("electronic terminal systems") in Minnesota off a bank's premises. Information received by or processed through these electronic terminal systems must be treated and used only according to applicable law relating to the disclosure and dissemination of such information. Minnesota law provides that people establishing and maintaining those electronic terminal systems shall take such steps as are reasonably necessary to restrict disclosure of information to that needed to complete transactions. Any information received about a customer or his/her account through misuse by people manning such electronic terminal systems must also be safeguarded by those who establish and maintain them.

H. Changes in These Terms

From time to time, the credit union may have to change the terms and conditions of your account(s), including the terms of electronic fund transfers. Unless an immediate change is necessary to ensure the security of the credit union's electronic fund transfer system or your account, the credit union will give you written notice at least 30 days before the effective date of any changes which would:

- increase your charges or liability; or
- decrease the number of services you may use; or
- place stricter limits on the frequency or amount of transfers that you can make.

I. Termination

All your electronic fund transfer privileges will end if you close your account(s) with the credit union. The credit union or you may also terminate specific electronic fund transfer services without closing your account(s). You may terminate a service by calling or writing the credit union at the number or address provided. The credit union may terminate your right to receive electronic fund transfers and your card privileges at any time by giving you notice. If the credit union terminates your card privileges, you must return your card(s) to the credit union right away.

J. Other Terms and Conditions That Apply To Your Account

Terms and conditions in this disclosure relate specifically to any electronic fund transfers you authorize. Your account is also governed by the by-laws of the credit union and by the terms and conditions the credit union gave you when you opened your account and any amendments to those terms and conditions. If those terms and conditions are inconsistent with this disclosure, this disclosure will control.

Funds Availability Schedule

Our general policy is to consider your relationship with the credit union when determining the availability of deposits to your checking account. It is described in more detail below.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Everyday except Saturday, Sunday and a federal holiday is a business day. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open (or on a day we are open that is not a business day such as Saturday), we will consider the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained as follows:

In Person

In some cases we may decide to place a hold on your deposit after you have left the credit union office. In such instances, we will mail or deliver a notice to you by the end of the next business day after we receive your deposit.

Same Day Availability

Funds from the following deposits are available on the same day you make your deposit to a checking account:

- a. U.S. Treasury checks that are payable to you.
- b. Wire transfers, including preauthorized credits, such as social security benefits and payroll payments.
- c. Checks drawn on Firefly Federal Credit Union.
- d. Cash.
- e. State and local government checks that are payable to you.
- f. Cashier's, certified & teller's checks that are payable to you.
- g. Federal Reserve Bank checks, Federal Home Loan Bank checks & postal money orders, if these items are payable to you.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit into your checking account by check available to you on the first business day. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If 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:

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

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

Availability of Other Check Deposits

The availability for other check deposits depends on criteria such as credit history and account relationships. If you do not qualify for check cashing privileges, check deposits may be placed in a savings account and will be available on the tenth (10) business day after the day we receive your deposit.

New and Established Membership with a Qualifying Relationship

You will have the same day availability on certain checks, such as Payroll or Investment checks (with some exceptions) deposited to your checking account on amounts up to \$5,000. If the amount of the check(s) is greater than \$5,000, then a five (5) business day hold is placed on all funds over the amount of \$5,000. You will have the first \$1,000 of a Personal or Credit Card Advance check deposited to your checking account available immediately. The remaining deposit for amounts up to \$5,000 will be placed on hold for two (2) business days. A five (5) business day hold is placed on all funds over the amount of \$5,000. For example, if you deposit a \$6,100 check on Monday, \$1,000 of the deposit is available immediately. Then \$4,000 is available on Wednesday for cash withdrawal and to pay for checks and other debits. The remaining \$1,100 would be available the following Monday.

New Membership without a Qualifying Relationship

You will have the first \$200 of a check deposit to a checking account available immediately. The remaining deposit for amounts up to \$5,000 will be placed on hold for two (2) business days. A five (5) business day hold is placed on all funds over the amount of \$5,000. For example, if you deposit a \$6,100 check on Monday, \$200 of the deposit is available immediately. Then \$4,800 is available on Wednesday for cash withdrawal and to pay for checks and other debits. The remaining \$1,100 would be available the following Monday.

Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on

another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited. If you are unsure about when a particular deposit will be available for withdrawal, ask a credit union employee for funds availability information.

Deposits at Automated Teller Machines

Firefly Federal Credit Union does not accept the deposit of third party checks at any Automated Teller Machine (ATM). Deposits made into a checking account at an ATM are posted to your account the same business day. The first \$200 of the first deposit of the day at an ATM is available to the member on the same day. The remaining balance of a deposit generally will be available on the next business day. However, a hold may be placed on the funds pending verification of the transaction. Availability of funds deposited to a proprietary (credit union-owned) ATM may be delayed up to two (2) business days after the day of deposit. Availability of funds (cash or checks) deposited to a non-proprietary (owned by other financials or entities) ATM may be delayed up to five (5) business days after the day of deposit, pending verification of the deposited item(s). Credit Union ATMs that accept deposits are located at many locations where we have an office and are identified as surcharge-free ATMs for members and display the Credit Union logo. ATM deposits into a savings account, made at either proprietary or non-proprietary machines, may be held up to seven (7) business days.

Third Party Checks

A third party check involves multiple endorsers. In limited cases, the credit union may accept a third party check in person for amounts not to exceed \$300.

Deposits by Mail

If your deposit is not made directly to a Firefly Federal Credit Union employee (for example you mail in your deposit or place it in a Night Drop) then we will credit your account on the day we process your transaction. If we decide to place a hold on your deposit based upon the availability of a deposit, then the credit union, by the end of the next business day, will mail you a notice of that hold.

Special Rules for New Accounts

If you are a new member, the following special rules will apply to deposits into your checking account during the first 30 days your account is open. Funds from cash deposits, electronic direct deposits and wire transfers into your account will be available on the same day as we receive the deposit. The first \$5,000 of a day's total deposits into the new account by U.S. Treasury checks, checks drawn on Federal Reserve Banks, Federal Home Loan Banks, state and local governments, and cashier's, certified, teller's, and traveler's checks will be made available on the next business day if the deposit meets certain requirements. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth (9) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7) business day after the day we receive your deposit. However, the credit union may place a longer hold at our discretion.

Dividend Payment Policy

All deposits begin earning dividends from the date of deposit. Specific information on dividend rates and dividend calculations on checking and savings accounts is contained in this brochure under the Truth in Savings Account Disclosures section.

Standard Overdraft Programs Disclosure

As a member, you may have overdraft services available to you. An overdraft occurs when you have insufficient available funds in your account to cover a transaction. When this happens, we protect you by allowing the transaction to be paid (up to the established limit for your account) for a fee. This can save you both the inconvenience and the potential embarrassment of being unable to make your purchase; it can be used as a safety net in case you need it.

You now have three options available to you for overdraft services:

Option 1: ReadyCash Overdraft Protection Line of Credit

The Credit Union offers an overdraft protection line of credit called ReadyCash, which must be applied for and receive approval, to help avoid the inconvenience and expense of overdrafts and returned items. If there is an overdraft to your checking account, the credit union will automatically access available funds in your ReadyCash credit line to cover the overdraft.

- See your credit agreement for the terms governing ReadyCash overdraft protection.
- If there is not enough credit or funds available in your ReadyCash credit line, the Credit Union may take any of the actions described in options 2 and 3 following.

Option 2: Overdraft Privilege

We will authorize and pay overdrafts on the following if ever needed:

- Check transactions
- Automatic payments (ACH)
- Recurring debit card transactions

Option 3: Debit Card Overdraft Privilege

You can request us to authorize and pay overdrafts on your every day debit card transactions. You must review a Debit Card Overdraft Privilege opt-in form and may consent to this form by signing and returning it or by giving us a verbal authorization. After we receive your consent we can cover debit card overdrafts. This option works in conjunction with the overdrafts covered under the Overdraft Privilege service.

Tiered Fee Schedule – Overdraft Privilege/Non-Sufficient Funds

Regardless of whether an overdraft is paid (Overdraft Privilege) or returned (Non-Sufficient Funds – NSF) by Firefly Federal Credit Union, in most cases you will incur an Overdraft Privilege or Non-Sufficient Funds (NSF) fee. These fees are tiered, meaning the first few charges a member experiences will be priced at a lower rate than additional charges that may follow. Our current tiered program assesses fees as follows:

Number of Overdrafts	Overdraft Privilege/NSF Fee
1-2	\$19
3-5	\$32
6-up	\$34

Therefore you will be charged a \$19 fee for your first and second overdraft, a \$32 fee for your third, fourth and fifth overdraft, and a \$34 fee for your sixth overdraft on up.

Tiered fees are assessed on a floating annual calendar, meaning that your number of overdrafts will only consider the current month and previous 11 months of history.

Example #1. Assume you have three overdrafts in September of this year. The fee for your first overdraft was \$19. The fee for your second overdraft was \$19. The fee for your third overdraft was \$32. A fourth overdraft would result in a fee of \$32. Assume however that you have no more overdrafts through August of the following year. On September 1st, your overdraft count will re-set back to zero and your next overdraft fee will be only \$19.

Example #2. Assume you have three overdrafts in September, one in November, and three in January resulting in two \$19 fees, three \$32 fees, and two \$34 fees. Because of the floating annual calendar, on September 1st of the following year, your count will only include those in November and January bringing your current overdraft count down to four. Your

next overdraft (if incurred in September or October) would be \$32.

Remember, a declined debit card transaction is not considered an overdraft as it is neither paid nor returned. Therefore Overdraft Privilege/NSF Fees will not apply to declined debit card transactions.

Overdraft Privilege Programs Disclosures

- 1. Intent.** The intent of the Overdraft Privilege Programs from the credit union is to consider, without obligation on our part, the payment of reasonable overdrafts that may occur with your personal checking account. As opposed to returning such overdrafts unpaid, eligible accounts will receive consideration for the payment of overdrafts, generally limited to a negative balance of \$1,000. Any such negative balance limit will include all applicable overdraft privilege/non-sufficient fund fees. Refer to the Credit Union's Fee Schedule for a complete list of related charges.
- 2. Eligibility.** In order to participate in an Overdraft Privilege Program, the primary account holder must meet the following criteria: A) Accounts must be personal in nature. Money Market Accounts are not eligible for Overdraft Privilege services. B) Primary account holder must be 18 years or older. C) Primary account holder has not caused the credit union a loss. D) Primary account holder is not designated as having a Limited Service Membership at the credit union. E) Primary account holder is presently not delinquent on a credit union loan obligation for greater than 45 days. F) Primary account holder has not held a negative checking account balance for greater than 30 consecutive days. G) Account is not subject to legal or administrative order or levy.
- 3. Obligation.** You are required to bring your checking account to a positive balance at least once every 30 days to prevent collection proceedings and to remain eligible for an Overdraft Privilege Program. If there is an overdraft paid by the credit union on an account with more than one owner, each owner shall be jointly liable for such overdrafts and all related charges. In some instances the amount of any overdraft plus any related overdraft privilege/non-sufficient funds fees may be due and payable upon demand. This service does not constitute an actual or implied agreement or obligation. Overdraft Privilege and Debit Card Overdraft Privilege are purely discretionary. The credit union may refuse Standard Overdraft services for you at any time, regardless of your account status and regardless of the credit union's past history of paying overdrafts for you.

Truth in Savings Account Disclosures

General Information

Credit Union Service Centers Firefly Federal Credit Union participates in the Credit Union Service Centers ("Service Centers") network. A Service Center is a shared branch where members of participating credit unions conduct basic credit union transactions. A list of participating credit unions in the Service Center network is available via a link on the Credit Union's website. You will generally have access to a Service Center at the designated location and hours noted on the website, however, the credit union is not responsible if you are unable to make a transaction at a Service Center due to circumstances outside of the credit union's control such as network or system outages. The credit union reserves the right to restrict your access to the Service Center network when it has reasonable cause to do so.

Deposits at Credit Union Service Centers You may make deposits to your Account(s) and conduct certain transactions, such as the purchase of money orders at Service Centers. If you make a deposit to your Account at a Service Center, a hold may be placed on your deposit within the terms as explained in the funds availability schedule section of this Agreement. A service fee may apply for certain transactions.

Withdrawals at Credit Union Service Centers You may make withdrawals from your Account at a Service Center. If a Service Center cashes an Item for you, the Credit Union may place a hold on your Account(s) for a corresponding amount of funds. If the Item is later returned for any reason, the Credit Union may debit one or more of your Accounts for the amount of the Item.

A. Checking and Savings Accounts

Except as specifically described, the following disclosures apply to Share Savings, Preferred Savings, Christmas Savings, Free Checking, First Step Checking, Amplified CheckingSM and Daily Individual Retirement Accounts (IRAs).

- 1. Rate Information.** The declared dividend rate and annual percentage yield on your accounts for the dividend period are disclosed in our Savings Rates brochure. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The dividend rate and annual percentage yield may change monthly or quarterly as determined by Firefly Federal Credit Union's board of directors.
- 2. Accrual of Dividends.** Dividends will begin to accrue on cash deposits and non-cash deposits (e.g., checks) on the business day you make the deposit to your account. If you close your account before dividends are credited (i.e., on or before the end of a month or quarter), accrued dividends will not be paid.
- 3. Compounding and Crediting.**
 - a. Preferred Savings and Checking Accounts.** Dividends will be calculated, accrued and credited monthly. The dividend period is monthly, beginning on the first day of the month and ending on the last day of the month. The dividend rate and annual percentage yield may change monthly as determined by the credit union's management or board of directors.
 - b. Share, Christmas and Daily IRAs.** Dividends will be compounded quarterly and paid quarterly. We use the following beginning and ending dates for quarterly periods: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31. The dividend period is disclosed in our Savings Rates brochure.
- 4. Balance Information.** The minimum balance deposit required to open each account is disclosed on our Savings Rates brochure. The minimum balance required to avoid a service fee and the method for calculating dividends for each account is disclosed in the table in this Truth in Savings Section. For accounts using a daily balance method, dividends are calculated by applying a daily periodic rate to the principal in the account each day. For accounts using an average daily balance method, dividends are calculated by applying a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.
- 5. Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.
- 6. Tiered Rate Accounts.** The tier levels and balances are stated in our Savings Rates brochure. The stated dividend rate that corresponds to the applicable deposit tier is paid on the entire balance in the account.
- 7. Transaction Limitations.** The account limitations for each account are disclosed in the table on page 28.
- 8. Amplified Checking Information.** There are three requirements you must meet each month to receive the Tier I and II rate: a) be enrolled in electronic statements; b) have a direct deposit (ACH transaction) process to or from any credit union account (if fulfilling with an ACH withdrawal, the withdrawal must process to an account outside of the credit union); c) 10 debit card purchases must post to your account per month. The following debit card transactions do not count toward your total: cash advances, ATM transactions, returned purchases, disputed, unauthorized or fraudulent transactions or usage fees. One account per individual.

9. Checkless Checking Information. We provide Checkless Checking, a transactional (checking) account under the following terms:

- a.** When you are approved for a Checkless Checking Account, we will automatically issue you a Visa Debit Card (“card”) that may be used for Point-of Sale (POS) purchases and ATM withdrawals. You may not use your card to make deposits via an ATM. Your card does not earn cash-back rewards; however it may provide you with other rewards programs.
- b.** You may not make or order personal checks to draw against your Checkless Checking Account. The credit union, at its discretion, may honor a check drawn on your account according to the terms in our Agreement, including Non-Sufficient Fund charges and Repost fees. However, we reserve the right to monitor all Checkless Checking and Overdraft Line of Credit activity for inappropriate use. Either you or we may close your Checkless Checking or Overdraft Line of Credit at any time and for any reason. If we disable your Checkless Checking with or without advance notice, all available funds will be transferred to your Share Savings Account.
- c.** You may apply for our digital banking service to check on your account balance, transfer funds, set up account alerts and use financial management programs. Additionally, you can use other Internet services such as online bill payment and and electronic notifications.
- d.** You may apply for an Overdraft Line of Credit which is attached to your Checkless Checking Account and allows you to borrow money from us when funds are not available to pay for a transaction on your account. Debit Card Overdraft Privilege and Overdraft Privilege (these services allow you to overdraw your account for a fee) are not available with your Checkless Checking Account.
- e.** You may make deposits to your Checkless Checking Account at our branches, by electronic means such as Direct Deposit or other ways described in our account agreement. However, you may not use Credit Union Service Centers to make deposits or withdrawals.
- f.** You must have sufficient available funds in your Checkless Checking Account (which includes any available credit from the Overdraft Line of Credit) to cover any payment or transfer you request. You are responsible for all transactions you authorize, including any transactions or payments you unintentionally or inadvertently authorized, and any losses, charges or penalties incurred as a result. If you authorize someone else to use your card, you are responsible for everything that person does with your Checkless Checking/Overdraft Line of Credit, including any losses, charges or penalties incurred as a result.

10. Federally Insured Savings. The credit union is federally insured up to \$250,000 and IRA accounts are separately insured up to \$250,000 by the National Credit Union Administration, an agency of the U.S. Government.

Account	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn Stated APY	Balance Method	Account Limitations
Savings Accounts				
Share Savings	NONE	NONE	Daily Balance	N/A
Preferred Savings	NONE	NONE	Daily Balance	
Christmas Savings	NONE	NONE	Daily Balance	
Checking Accounts				
Free Checking	NONE	Free and First-Step Checking programs pay dividends based on a two tier method. Tier I: \$01-\$2,499.99 Tier II: \$2,500.00 and above	Average Daily Balance	N/A
First-Step Checking	NONE		Average Daily Balance	
Amplified Checking	NONE	Amplified Checking program pays dividends based on a three tier method. Tier I: \$01-25,000.00 Tier II: \$25,000.01 and above Tier III: \$01 and above	Average Daily Balance	The following is required each statement cycle to receive the Tier I or Tier II dividend rates: <ul style="list-style-type: none"> • Enrolled in eStatements • Direct deposit • 10 debit card purchases Tier III dividend rate applies if requirements listed above are not met.
Checkless Checking	NONE	This account does not pay dividends	N/A	Check writing and Credit Union Service Centers
IRA				
Daily Individual Retirement Account	NONE	NONE	Daily Balance	N/A

B. Money Market Savings Account & Prestige Money Market Account
Except as specifically described, the following disclosures apply to both the Money Market Savings Account & Prestige Money Market Account.

- 1. Rate Information.** The dividend rate and annual percentage yield on your accounts for the dividend rate period are disclosed in our Savings Rates brochure. The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The dividend rate and annual percentage yield may change monthly as determined by the credit union's management or board of directors.
- 2. Accrual of Dividends.** Dividends will begin to accrue on cash deposits and non-cash deposits (e.g., checks) on the business day you make the deposit to your account. If you close your account before dividends are credited (i.e., on or before the end of a month), accrued dividends will not be paid.
- 3. Minimum Balance Requirements.** The minimum balance required to open your Account and the minimum daily balance to earn the stated APY are disclosed in our Savings Rates brochure.
 - a. Money Market Savings Accounts. No fees are assessed against your account if you fall below the \$2,500 minimum daily balance.
 - b. Prestige Money Market Accounts. A monthly fee of \$9.95 will be assessed against your account if your account balance falls below \$20,000 during the month.
- 4. Balance Computation Method; Dividend Period.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. The dividend period for your account is monthly, beginning on the first of a month and ending on the last day of the month.
- 5. Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The dividend rates and annual percentage yields will be disclosed as of the last dividend declaration date or the prospective rates and yields that Firefly Federal Credit Union anticipates paying for the applicable dividend period.
- 6. Tiered Rate Accounts.** The tier levels and balances are stated in our Savings Rates brochure. The stated dividend rate that corresponds to the applicable deposit tier is paid on the entire balance in the account.
- 7. Transaction Limitations.** During any statement period, you may not make more than six withdrawals by means of a check or draft.
- 8. Excessive Account Openings.** You may not close and re-open your account more than once in any given year.
- 9. Fees and Charges.** See the Fee Schedule for fees and charges that may be assessed against your account.

C. Certificate Accounts

- 1. Rate Information.** The dividend rate and the annual percentage yield on your account are disclosed in our Savings Rates brochure. The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The annual percentage yield is based on the assumption that dividends will remain on deposit until maturity. A withdrawal will reduce earnings. For all certificates the stated dividend rate, annual percentage rate and annual percentage yield are fixed and will be in effect for the term of the account.
- 2. Accrual of Dividends.** Dividends will begin to accrue on cash deposits and non-cash deposits (e.g., checks) on the business day you make the deposit to your account.

- 3. Compounding and Crediting.** Dividends will be compounded and credited as disclosed in our Savings Rates brochure. Firefly Federal Credit Union uses the following beginning and ending dates for quarterly periods: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31. The dividend for each account is disclosed in our Savings Rates brochure.
- 4. Balance Information.** The minimum balance required to open each account is disclosed in our Savings Rates brochure. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account daily.
- 5. MAX Certificates.** A MAX Certificate entitles the account holder to adjust their present MAX Certificate APY (at any one time during the term of the investment) to the most recent MAX Certificate APY. The account holder must initiate the APY change by phone or mail.
- 6. Certificate Renewals.** All certificates will be set for automatic renewals unless you specifically request to have a non-automatically renewable certificate. If you do so, this account will not automatically renew at maturity. If you do not renew this account, your deposit will no longer earn dividends after maturity. We will notify you of renewal by mail at least 20 days prior to the end of a certificate grace period. ^{N/A}
- 7. Grace Periods.** The grace period for certificates for 91 days or longer is seven (7) calendar days from the maturity date. During the grace period you may do the following: cash in a certificate without penalty, withdraw funds down to the minimum deposit without penalty; or add funds to the certificate without changing the term or rate. Unless you notify us, a certificate will automatically renew for the same term at the published rate in effect for that certificate type.
- 8. Withdrawal and Transaction Limitations.** At account opening, you may request to have dividends paid to a credit union savings account you specify. You may withdraw any dividends you have earned on your opening deposit at the end of the dividend period. You may not make deposits to your certificate account anytime before maturity unless you open a specific IRA certificate that allows for routine automatic deposits prior to maturity.
- 9. Maturity.** Your account will mature within the term or at the maturity date disclosed on your account receipt or renewal notice.
- 10. Penalties for early withdrawal.** As required by federal law (Regulation D), you are not permitted to make withdrawals within six days after the certificate is opened (or from date of last deposit) unless the deposit is subject to an early withdrawal penalty of at least seven days simple interest. The regulation does permit exceptions to the early withdrawal rule in specific circumstances – see Exceptions to Early Withdrawal Penalties of this section. Other early withdrawal penalties apply if certificate funds other than dividends are withdrawn prior to maturity, the following penalties apply: a) For certificates of one year or less the penalty will be 90 days loss of dividends on the amount withdrawn, which may include principal. b) For certificates of more than one year the penalty will be 180 days loss of dividends on the amount withdrawn, which may include principal.
- 11. Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: 1) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction. 2) Where the account is an Individual Retirement Account (IRA) and any portion paid is within 7 days after establishment. 3) Other exceptions may apply.
- 12. Rate Negotiations.** We reserve the right to negotiate certificate dividend rates according to credit union policy as set by the board of directors.

D. Relationship Rewards Savings Account

- 1. Rate Information.** The dividend rate and annual percentage yield for the dividend rate period on your accounts are disclosed in our Savings Rates brochure. The annual percentage yield is a percentage rate on an account based on the dividend rate and frequency of compounding for an annual period. The dividend rate and annual percentage yield may change monthly as determined by the credit union's management or board of directors.
- 2. Accrual of Dividends.** Dividends will begin to accrue on cash deposits and noncash deposits (e.g., checks) on the business day you make the deposit to your account. If you close your Relationship Rewards Savings Account before dividends are credited (i.e., on or before the end of a month), accrued dividends will not be paid.
- 3. Minimum Balance Requirements.** The minimum balance required to open a Relationship Rewards Savings Account and the minimum daily balance to earn the stated APY is disclosed on our Savings Rates brochure. No fees are assessed against your account if you fall below the \$25,000 minimum daily balance, however, no dividends are paid on the principal for the day(s) it is below the \$25,000 minimum daily balance.
- 4. Other Requirements.** Initial deposit into Relationship Rewards Account must include at least \$10,000 of 'new money' (funds from outside the credit union). To receive the stated APY on Relationship Rewards Savings Account you must maintain an active credit union checking account.
- 5. Balance Computation Method; Dividend Period.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. The dividend period for the Relationship Rewards Savings Account is monthly, beginning on the first of a month and ending on the last day of the month.
- 6. Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The dividend rates and annual percentage yields will be disclosed as of the last dividend declaration date or the prospective rates and yields that Firefly Federal Credit Union anticipates paying for the applicable dividend period.
- 7. Fees and Charges.** See the Fee Schedule for fees and charges that may be assessed against your account.
- 8. Tiered Rate Accounts.** The tier levels and balances are stated in our Savings Rates brochure. The stated dividend rate that corresponds to the applicable deposit tier is paid on the entire balance in the account.





Federally insured by NCUA.



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