



**ACCOUNT AGREEMENT & TRUTH-IN-SAVINGS DISCLOSURE**  
**Updated 11-19-18**

Dear Credit Union Member:

This document contains the rules, which govern your account with us. Please read this section carefully. If you sign our Membership/Account application or continue to have an account with us, you agree to the rules, our by-laws and any by-law amendments. As used in this guide, the words "we", "our", and "us" mean the credit union and the words "you", and "your" mean the owner(s) of this account and any "agent" appointed by or on behalf of the owner(s) to sign on the account in a representative capacity. If any provision of this document is found to be unenforceable according to its terms all remaining provisions will continue in full force and effect.

**LIABILITY** - Each of you agrees to the terms of this account and the fees that we impose. You authorize us to deduct these charges directly from the account. Each of you agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether you or someone else that is authorized to withdraw from the account caused them. You will also be liable for our costs to collect any deficit, including reasonable attorney fees, to the extent permitted by law.

**DEPOSITS** - All non-cash payments received in this account will be given provisional credit until collection is final. This means we can revoke the credit and charge it back to your account if an item you deposit is returned unpaid. We are not responsible for transactions initiated by mail or outside depository until we actually record them.

**WITHDRAWALS** - All sums paid to the credit union as shares/deposits (less setoff allowed by law and/or provided by contract) shall be paid on proper withdrawal demand. In the case of an individual account, the owner or his/her agent or representative must make such demand. In the case of a multiple name account, any one owner of the account can make such demands. Each of you (until we receive written notice to the contrary) authorizes each other person signing on the Membership/Account application to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We reserve the right to require advance notice of withdrawals as provided in the credit union by-laws. Only methods approved by the credit union may be used to make withdrawals from this account.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our written consent.

**AMENDMENTS AND TERMINATION** - We may amend the terms of this account at any time by giving thirty days advance written notice with your statement or by separate mailing. We may also close the account at any time by giving notice and mailing the account balance to you. You agree to keep us informed about your current address at all times.

**STOP PAYMENTS** - A stop payment order must be given in a manner required by law, it must be received in time to give us a reasonable opportunity to act on it, and it must precisely identify the number, date and amount of the item.

**STATEMENTS** - You will receive a statement monthly from us if you have a checking account with activity or if you have an electronic funds transfer. For other accounts, you will receive a statement at least quarterly. If you do not notify us of an unauthorized signature or alteration within 30 days after we send you your statement identifying the item number, amount and date of payment, you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure. You cannot assert any unauthorized signatures or alteration by the same wrongdoer on items paid by us after 30 days, but before we receive your notice. We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within 60 days of when we send you your statement. You must report any other problem (e.g., erroneous entry, unauthorized endorsement, etc.) within this 60-day period or lose your right to assert the problem against us.

**DIRECT DEPOSIT** - If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice, and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**SETOFF**- You agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right to withdraw, to the extent of such person's or legal entity's right to withdraw. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**STATUTORY LIEN** - If you are in default on a financial obligation to us, federal and state laws gives us the right to apply the balance of shares and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise the right without further notice to you.

**PLEDGES** - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or beneficiary become effective.

**TYPES OF OWNERSHIP:**

**INDIVIDUAL ACCOUNT**- If you open an account by yourself, it is called an individual account unless you authorize another signer, you are the only person who may use the account.

**MULTIPLE NAME AGREEMENT**- When establishing a joint owner on your account you hereby agree with each other and with the credit union that all sums paid into the account by any or all of said joint owners, together with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship, and shall be subject to withdrawal or receipt by any of them. Payment in accordance with such proper demand shall be valid and shall discharge the credit union from any liability for such payment. The credit union is hereby authorized to recognize the signer(s) provided on the Membership/Account application in the payment of funds or the transaction of any business for this account. However, no individual may be removed as an owner of this account, except upon death, without that individual's consent. No beneficiary of this account may be changed except with the consent of all living owners.

The right or authority of the credit union under this agreement shall not be changed or terminated by any owner except by written notice to the credit union. Such notice shall not affect any transactions made prior to the receipt of this notice by the credit union.

When opening additional accounts the Joint owner(s) on a You Name It Savings, Certificate, Holiday Saving and any Money Market account will be the same as the joint owner(s) listed on the savings account unless otherwise specified in writing. (New documents will be required to change ownership on any account.)

**LEGAL ACCOUNTS:**

Establishing an account as a Rep Payee, Federal Fiduciary, Guardian, Conservator or Protected Person allows you to have access to the account while the protected person is still living. Once the protected person has passed away, your authority under any of these roles is dissolved. The credit union will require court documents, generally Estate or Small Estate documents instructing how the funds should be disbursed in the case of the death of the protected person.

**BENEFICIARY INFORMATION** - Any beneficiary that is established on your account with Genisys Credit union will receive funds in your account upon the death of the owner, or the last surviving owner, if there is more than one. The funds covered by this agreement shall become the property of the beneficiary (ies) provided by you on your account agreement. Each beneficiary shall have the power to withdraw only his or her equal share of the remaining account balance together with any accumulations on such amount. The MULTIPLE NAME AGREEMENT shall not apply to beneficiaries. No beneficiary shall have the right under any circumstance to change the terms and conditions of this agreement.

**OTHER TERMS AND CONDITIONS**

**CHECKING ACCOUNT** - Whether your account has only one signer (Individual account) or if there are more (Joint account), you have authorized Genisys Credit Union to pay checks signed by you or the joint owner and to charge all such payment against the funds in this account. All non-cash payments received in this account will be credited subject to the terms and conditions of the Funds Availability Disclosure. The credit union is under no obligation to pay a check that exceeds the fully paid and collected share balance in this account. However, the credit union may, at its discretion, pay such a check. If the credit union does pay such a check, you agree to reimburse us immediately to the extent that such a check exceeds the balance in the account. When paid, checks become the property of the credit union and will not be returned either with a periodic statement of this account or otherwise. Except for negligence, the credit union is not liable for any action it takes regarding the payment or nonpayment of the check.

**GENIUS CHECKING** - Genius Checking accounts are tiered rate accounts. If the account qualifications (as set forth in the disclosure) for any monthly qualification cycle are not met, the applicable default rate will apply to the balance in the account for that cycle. If qualifications are met during the qualifying cycle, the applicable qualifying rate will apply only to the portion of the account balance that is within that tier. The range of annual percentage yield(s) (which vary depending on the balance in the account) are shown for each tier. This account is not available for commercial purposes. There is a limit of one account per social security number and account holder. There are no fees to open or close this account. There are no recurring monthly service charges associated with this account. Please see the Rate and Fee Schedule for fees that may apply.

**Account Qualifications** - In order to earn the qualifying rate specified in the schedule the following requirements must be satisfied: 1) A minimum of 10 Genisys debit card transactions, except ATM transactions, at \$5 or more per transaction per month; 2) You are enrolled in monthly e-Statements for the account.

Please note that transactions MUST post and settle to your account during the monthly qualification cycle. Transactions can take one or more banking days from the date of the transaction to post to your account. Transactions that are pending on your account, and have not posted, as of the end of the cycle will not count as a qualifying transaction for that cycle.

A "Monthly Qualification Cycle" is defined as the first day of the current statement cycle through the end of the business day on the last day of the month.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legends on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1000.00". The credit union may pay a check on whatever day it is presented for payment, notwithstanding the date (or any other limitations on the time of payment) appearing on the check.

**PAYMENT ORDER OF ITEMS** - When processing items drawn on your account, our policy is to pay them in the order that they are received.



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	Basic Checking (S11) Opportunity Checking (S14)	Genius Checking (S16) Genius Opportunity Checking (S14 with opt in)	Interest Checking	Jumbo High Yield Money Market	High Yield Money Market	College Rewards Money Market
<b>Rate Information</b>						
Dividend Rate (as determined by board of directors)	No dividends are paid on this account	May change monthly	May change monthly	May change monthly	May change monthly	May change monthly
Annual Percentage Yield	N/A	A minimum balance may be required to earn dividends. See "Minimum Balance Requirements" below. See current rate sheet for current Annual Percentage Yield paid on accounts and tiers.				
<b>Compounding &amp; Crediting (1)</b>						
Frequency	N/A	Monthly	Monthly	Monthly	Monthly	Monthly
Dividend Period	N/A	Monthly	Monthly	Monthly	Monthly	Monthly
Beginning Date - First Dividend Period	N/A	January 1	January 1	January 1	January 1	January 1
Ending Date - First Dividend Period	N/A	January 31	January 31	January 31	January 31	January 31
All Other Dividend Period	N/A	Follow same pattern of dates as previous periods (monthly)				
Dividend Declaration Date	N/A	Last day of dividend period				
<b>Minimum Balance Requirements</b>						
Initial Deposit to Open Account	\$5.00	\$5.00	\$1,500.00	\$250,000.00	\$2,500.00	\$100.00
Balance Requirements	N/A	No minimum balance required	Minimum Daily Balance of \$1,500.00 required to avoid fall below fee and to earn dividends	Minimum Daily Balance \$250,000.00 to earn dividends	Minimum Daily Balance \$2,500.00 to earn dividends	Minimum Daily Balance \$100.00 to earn dividends
Daily Balance Computation Method	N/A	A periodic rate is applied to the balance in the account each day				
Accrual of Dividends on Non-cash Deposits (Checks)	N/A	Dividends begin to accrue on the business day you place non-cash items into your account				
Transaction Limitations (2)	N/A	N/A	N/A	Six electronic withdrawals or transfers	Six electronic withdrawals or transfers	Six electronic withdrawals or transfers
Minimum Service Requirements (3)	N/A	See below (4)	N/A	N/A	N/A	See below (3)
Fees	See separate Fee Schedule	See separate Fee Schedule	See separate Fee Schedule	Fee will be assessed for each transaction over the six permitted per month (2). See separate Fee Schedule		

- (1) Compounding and Crediting: If you choose to close your account before dividends are paid, you will not receive the accrued dividends for the dividend period.
- (2) There may be Transaction Limitations for designated accounts: During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized automatic or computer transfer or telephonic order or instruction. If you exceed the transfer limitations set forth above in any calendar month, your account will be subject to closure by the credit union. The following transfers or withdrawals do not count toward the six transfer limitation: payment transfers to a Genisys Credit Union loan; withdrawals or transfers between your accounts with Genisys Credit Union when made by mail, messenger, ATM or in person; withdrawals made by telephone for a check to be mailed to you.
- (3) College Rewards Money Market Minimum Service Requirements: Account holder must be between ages 17 and 24; have an active Genisys checking account; and be enrolled in eStatements. At age 25, the account will convert into a High Yield Money Market Account and the \$2,500 minimum balance requirement will apply.
- (4) Genius/Genius Opportunity Checking: The daily dividend rate will be paid on all checking account balances up to \$7,500 with a minimum of 10 Genisys debit card transactions, except ATM transactions, at \$5 or more per transactions per month, and enrollment in e-Statements.



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	Share Savings and "You Name It" Savings	Holiday Savings	Health Savings Checking Account	IRA Money Market	IRA Savings - Traditional, Roth, Coverdell Education
<b>Rate Information</b>					
Dividend Rate (as determined by board of directors)	May change quarterly	May change quarterly	May change monthly	May change monthly	May change monthly
Annual Percentage Yield	See current Rate Sheet	See current Rate Sheet	See current Rate Sheet	See current Rate Sheet	See current Rate Sheet
<b>Compounding &amp; Crediting (1)</b>					
Frequency	Quarterly	Quarterly	Monthly	Monthly	Quarterly
Dividend Period	Quarterly	Quarterly	Monthly	Monthly	Quarterly
Beginning Date - First Dividend Period	January 1	January 1	January 1	January 1	January 1
Ending Date - First Dividend Period	March 31	March 31	January 31	January 31	March 31
All Other Dividend Period	Follow same pattern of dates as previous periods (quarterly or monthly)				
Dividend Declaration Date	Last day of dividend period				
<b>Minimum Balance Requirements</b>					
Initial Deposit to Open Account	N/A	N/A	N/A	\$2,500.00	N/A
Balance Requirements	N/A	N/A	N/A	Minimum Daily Balance \$2,500.00 to earn dividends	N/A
<b>Daily Balance Computation Method</b>	A periodic rate is applied to the balance in the account each day				
<b>Accrual of Dividends on Non-cash Deposits (checks)</b>	Dividends begin to accrue on the business day you place non-cash items into your account				
<b>Transaction Limitations (2)</b>	Six electronic withdrawals or transfers		N/A	Six electronic withdrawals or transfers	
<b>Fees</b>	N/A	See separate Fee Schedule	See separate Fee Schedule	N/A	N/A

(1) Compounding and Crediting: If you choose to close your account before dividends are paid, you will not receive the accrued dividends for the dividend period.

(2) There may be Transaction Limitations for designated accounts: During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized automatic or computer transfer or telephonic order or instruction. If you exceed the transfer limitations set forth above in any calendar month, your account will be subject to closure by the credit union. The following transfers or withdrawals do not count toward the six transfer limitation: payment transfers to a Genisys Credit Union loan; withdrawals or transfers between your accounts with Genisys Credit Union when made by mail, messenger, ATM or in person; withdrawals made by telephone for a check to be mailed to you.

**Common Features**

- Bylaw Requirements:** You must complete payment of \$5.00 in your share savings account as a condition of admission to membership.
- Transaction Limitation:** We reserve the right at any time to require not less than seven days notice in writing before each withdrawal from an interest bearing account other than a certificate or from any other savings account defined by Regulation D, usually a checking account.
- Nature of dividends:** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.
- Share Insurance Fund:** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

*Please refer to our separate rate sheet for rates and annual percentage yields on the listed accounts.*