

Wiremens Credit Union Disclosures

Link Disclosure

If you link to a site from any of the Wiremen's Credit Union web pages, you will be leaving our website. Wiremen's Credit Union cannot be held responsible for the content, or for any information gathered on these outside sites. We take great care in providing our members with sites that offer valuable information as well as security and privacy measures similar to those that we have enlisted in our own website. However, we do not guarantee the accuracy or security of those sites.

Wiremen's Credit Union, Inc. Online Agreement and Disclosure

1. Introduction

This Wiremen's Credit Union, Inc. On Line Agreement and Disclosure is referred to as the Agreement. It explains the terms and conditions governing basic Internet banking services offered by the Credit Union. These services are referred to in the agreement as "CU Online" or "Online Services". The terms "we", "us", "our", "Wiremen's Credit Union", and "Credit Union" mean Wiremen's Credit Union Inc., a state-chartered credit union. The term "you" and "your" means each person who enrolls for CU Online and has a password. The term "business day" means Monday through Friday, excluding federal holidays.

By using CU Online, you agree to the terms and conditions of the agreement. CU Online and each of your accounts at the Credit Union are also governed by the applicable deposit account agreement, the applicable rules and regulations, the applicable Electronic Funds Disclosure Statement and other disclosures and online instructions issued by the Credit Union, as each of these may change from time to time. In case of conflicts between this Agreement and the other Credit Union disclosures, the Agreement will control.

2. Description of CU Online Services:

A. Wiremen's Credit Union Inc. CU Online is an electronic service provided via the Internet that permits you to:

- a. Access information about accounts which you are authorized to view;
- b. Transfer funds between authorized accounts;
- c. Download account history;
- d. Download transaction information to your personal financial management software; Request a withdrawal by check to be mailed to your address of record.

B. You must have at least one active deposit account with the Credit Union to use this service.

C. The service is provided free of charge for account inquire and funds transfer. We may offer additional services in the future, which are subject to these terms and conditions. Fees and charges for CU Online will not be changed without at least 30 days prior notice and shall be charged to your account. Any fees associated with the CU Online service and any other fees you may incur through your Internet service provider or Telephone Company through the use of our CU Online service are your responsibility. It is your responsibility to record all transactions conducted using our CU Online service. We will not mail printed receipts for transactions conducted through the CU Online service.

D. In order to use the CU Online services, you will need to install Internet

browser software on your computer if you do not already have it installed. Modifications to the services in the future may require installation of upgrades to the browser software. You are responsible for the installation, maintenance, and operation of your browser software.

- E. The service is generally available 24 hours a day, seven days a week; however the service may be unavailable from time to time for maintenance or due to unscheduled down time.

3. General Terms and Conditions:

You agree that we may provide by electronic communication any notice, communication or disclosure required to be provided orally or in writing to you. But we may require written confirmation from you of your electronic communication with us.

You agree to indemnify, hold harmless, and defend Wiremen's Credit Union Inc. from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses as allowable by law) arising from your failure to abide by the rules and regulations governing use of the CU Online Services set forth herein. You agree that the following uses of the CU Online Services are strictly prohibited:

- A. Unauthorized communication of any account information belonging to any other person or entity.
- B. Unauthorized communication of any information concerning any password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity.
- C. Unauthorized use of the CU Online services to copy or to distribute or transmit copies of copyrighted materials belonging to the Credit Union or any other person or entity.
- D. Communicating any obscene or defamatory information including but not limited to posting information on bulletin boards or in conjunction with e-mail.
- E. Any use of the CU Online services for any purpose other than conducting banking business pertaining to your account(s) with Wiremen's Credit Union Inc.
- For any reason and at any time we may alter, change, or otherwise create new policies concerning the terms of this Agreement. You will receive notice of changes in the manner that is required by law or under the terms of this Agreement. Unless otherwise provided by law, or unless no change is required, you will receive notice of changes within thirty days of the effective date of the change. If you have elected to receive notices and disclosures electronically and to the extent permitted by law, we will supply you with such notices via email or alert you to the availability of such notices on our website. Continued use of our CU Online service following the effective date of any changes to the terms to the Agreement indicates your acceptance of any changes in terms to the Agreement.

In addition, you agree to the following:

- A. User acknowledges and understands that access to the account and funds transfer between pre-authorized accounts may be gained via online services by any person in possession of User's ID and password. CU Online services are offered in a secure environment, provided you use a secure browser. This protects your account information and personal data. You select your own password. You are responsible for keeping your password confidential and notifying the Credit Union immediately, if your password is lost, stolen or compromised.
- B. The Credit Union reserves the right to monitor and review transmissions online and in storage, and without prior notice to User, to remove or reject any material which the Credit Union, at its sole discretion, believes may be

unlawful

or

objectionable.

4. Limitations and Liabilities

- A. OUR CU ONLINE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND ON AN "AS IS" BASIS. YOU ASSUME ANY RISK IN USING THE CU ONLINE SERVICE. NO GUARANTEES OR WARRANTIES OR REPRESENTATIONS ARE MADE REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY CONCERNING YOUR USE OF THE CU ONLINE SERVICE. WE MAKE NO WARRANTY EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AS TO CU ONLINE SERVICE UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**
- B. You explicitly agree that any liability of Wiremen's Credit Union Inc. arising from the provision of CU Online services is limited to a maximum amount equal to the fees, if any, for such services charged to you by us during the 12 months preceding the alleged failure by us giving rise to a loss by you. You expressly waive any claims for additional, consequential, incidental, compensatory or punitive damages and agree that the damage provisions set forth herein are reasonable in light of the value of such CU Online Services.**
- C. Unless we indicate to the contrary, any hyperlinks provided by other sites to our web page are not controlled by us. Any use of hyperlinks from this site to sites not controlled by us is done at your own risk. Any links purporting to link this site are likewise done at your own risk. All content, products, opinions expressed or services offered, provided by those pages are the responsibility of their authors and are not endorsed, verified, or authorized by us. We make no representations or warranties concerning these sites or their services. Descriptions of our links or references to our website do not imply our endorsement of any products, services, or other information.**

5. Screen Scraping

You should be aware of a practice commonly known as "screen scraping" or "information aggregation" whereby so called "information aggregators" makes available to their customers a web site on which the customers may view information obtained from other web sites. For example, a Credit Union member, John Doe, might have brokerage accounts, credit card accounts, bank accounts, insurance accounts and loans with a number of entities that provide online access to Mr. Doe. For each entity with which Mr. Doe has online account access, Mr. Doe might have a separate user ID and password, and he would have to log in separately to each entity's web site to view account information or perform a transaction in a particular account.

An information aggregator, or "screen scraper," instead gives Mr. Doe the option to view and manage all of his on line accounts held by the various securities, insurance, banking and lending entities in one place - on the aggregator's web site. Often, the composite information from the various entities is reformatted to the information aggregator's standards. To make this possible, the information aggregator will ask you for your user ID and password for the various online accounts you wish to view on the information aggregator's web site. If you give the information aggregator this information, you do so at your own risk. Wiremen's Credit Union Inc. cannot verify the identity of the person gaining access to your account with your user ID and password, whether that person is you, another individual to whom despite the Credit Union's warning - you have given your password, or an information aggregator. The Credit Union will not be liable for the consequences if you share your password and account information with others. You agree that if you use an automatic check writing service operating through use of a personal computer or otherwise, the treatment of each item presented against your account through that service and Wiremen's Credit Union's rights and obligations regarding the items presented will be the

same as if the item were signed or initiated personally by you. Wiremen's Credit Union's privacy policies protect members' nonpublic personal information. If you choose to give your password and account information to a screen scraper or information aggregator, you should understand that the person or company may not protect your nonpublic personal information to the same extent the Credit Union will. You should read carefully the screen scraper's terms and conditions of service before you subscribe for its services.

6. Computer Performance, Equipment and Software

We will not be liable under any legal or equitable theory including contract, tort, or otherwise to you or any other persons for any indirect, special, incidental, or consequential damages of any character including but not limited to damage for loss of goodwill, loss of use, data, or profits, work stoppage, computer, failure or malfunction, or any other commercial damages or losses. Wiremen's Credit Union Inc. assumes no responsibility and disclaims any and all liability for loss or damage associated with the functionality or operation of your computer, your connection to the CU Online service, your browser software or your Internet Service Provider's services or performance, including loss or damage arising out of computer viruses. Wiremen's Credit Union Inc. is not liable or responsible for any loss or other damage, whether direct or indirect, that you suffer as a result of your telephone service, cable service, or electric service being disconnected, interrupted, or otherwise unavailable; for deficiencies in the quality or speed of your connection; for any defect in the modem or computer you use to connect to the Internet; or for any problems with the service quality provided by the service provider you use to connect to the Internet. The Credit Union is not responsible for any damage to the equipment you use to connect to the Internet, or for any other property damage resulting from your use of the Credit Union's CU Online services. To use CU Online services, you must use a secure browser that supports 128-bit encryption, such as Netscape Navigator or Microsoft Explorer. In addition, you must have Adobe Acrobat Reader version 5.0 or higher.

7. Termination

We reserve the right to terminate your access to or use of this service, or any portion thereof, without notice and without limitation, for any reason, including a violation of the conditions and restrictions in this agreement or any other applicable agreement. The Credit Union shall have no liability to you for such termination. You will not have CU Online services for any accounts that have been closed. You may terminate use of CU Online services at any time by calling us at 440-887-3 800, or writing to us at:

Wiremen's Credit Union Inc.
5800 State Road
Parma OH 44134

If there is a joint account holder on your account who has access to the service, they must provide a separate written notice of termination.

Termination of your service does not affect your obligations under this agreement for any transactions you have conducted or instructions you have submitted, nor does it affect the terms and conditions of any other products or services you continue to maintain with Wiremen's Credit Union Inc.

8 Assignability

You may not assign your rights under this agreement to any other party without our express written consent. We may assign our rights and

responsibilities under the agreement without prior notice to you.

9. Severability

If any part or parts of this agreement are found to be invalid by a change in any applicable law or through any legal proceeding, it will not alter or affect the validity of any of the remaining parts of the agreement, which will remain in full force and effect.

10. Statements

You understand you will receive a statement via the United States Postal Service quarterly, monthly if there is account activity.

WIREMENS CREDIT UNION, INC. ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Debit Card Agreement is the contract which covers your and our rights and responsibilities concerning the debit card services offered to you by Wiremen's Credit Union, Inc. ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share and share draft accounts you have with the Credit Union. Debit Card transactions are electronically initiated transfers of money from your account through the Debit Card services described below. By signing an application or account card for Debit Card services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the Debit Card services offered.

1. Debit MasterCard. If approved, you may use your Card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your Checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, STAR networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchant that accept MasterCard
- Order goods or services by mail or telephone from places that accept MasterCard.

The following limitations on the frequency and amount of Debit MasterCard transactions may apply:

- There is no limit on the number of Debit MasterCard purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of \$1,500.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in anyone day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one day.
- You may purchase up to a maximum of \$1,500.00 from POS terminals per day, if there are sufficient funds in your account.

- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

2 Transfer Limitations. For all share accounts, no more than six (6) preauthorized, automatic, telephone, or Internet transfers and withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

3. Conditions of Debit Services.

- a. **Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
- b. **Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c. **Foreign Transactions**
MasterCard
If you effect a transaction with your MasterCard card in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by one percentage point. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- d. **Security of Access Code.** You may use your access code with your electronic funds transfer. The access code issued to you is for your security purposes. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of this access code and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- e. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all Debit transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any Debit transaction on any account from any joint account owner.

4. Fees and Charges. There are certain fees and charges for Debit services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these Debit services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. Member Liability. You are responsible for all transfers you authorize using your

MasterCard debit card. If you permit someone else to use your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. TELL US AT ONCE if you believe your Card and/or access code has been lost or stolen, or if you believe someone has used your Card or access code or otherwise accessed your accounts without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

You are not liable for an unauthorized MasterCard debit card transaction that was not conducted at an ATM if you can demonstrate that you have exercised reasonable care in protecting your Card from loss or theft, you have not reported two (2) or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise your liability for an unauthorized MasterCard debit card transaction that was not conducted at an ATM will be no more than \$50.

If an unauthorized transaction is conducted at an ATM, your liability for unauthorized transactions is determined as follows: If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(440) 887-3800
Fax: (440) 887-3804

or write to:

Wiremen's Credit Union, Inc.
5800 State Road
Parma, OH 44134

6. Right to Receive documentation

- a. **Periodic Statements.** Transfers and withdrawals made through any Debit Card transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly
- b. **Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

7. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a ,third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. Business Days. Our business days are Monday through Friday, excluding holidays.

9. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you; we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- For preauthorized transfers, if through no fault of the **Credit Union**, the **payment information for a preauthorized transfer is not received.**
- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our **Funds Availability Policy**, or if the transaction involves a loan-request exceeding your credit limit.
- If you used your **Card** or access code in an incorrect manner.
- If the **ATM** where you are making the transfer does not have enough cash.
- If the **ATM** was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating **ATM** network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your **Card**, access code, or any **EFT** facility for making such transfers.
- Any other exceptions as established by the **Credit Union**

10. Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the **Credit Union's** records. Notices from you will be effective when received by the **Credit Union** at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the **Credit Union** account and any future changes to those regulations. The following information is a list of safety precautions regarding the use of **Automated Teller Machines (ATM)** and **Night Deposit Facilities**.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the **ATM** or night deposit facility is used after dark.
- Close the entry door of any **ATM** facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an **ATM**, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the **ATM** or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the **ATM** or night deposit facility, consider using another **ATM** or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your **Card** or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your **ATM Card**.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. Billing Errors. In case of errors or questions about electronic funds transfers from your share and share draft accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at:

(440) 887-3800
 Fax: (440) 887-3804

Or write to:

Wiremen's Credit Union, Inc.
 5800 State Road
 Parma, OH 44134

- Tell us your name and account number.

- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

12. **Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time, by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.
13. **Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Ohio and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
14. **Enforcement.** You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

HOME EQUITY EARLY DISCLOSURE IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT PLAN

This disclosure contains important information about our Home Equity Line of Credit Plan. You should read it carefully and keep a copy for your records.

AVAILABILITY OF TERMS: All of the terms described below are subject to change. If these terms change (other than the annual percentage rate) and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees that you pay to us or anyone else in connection with your application.

SECURITY INTEREST: We will take a security interest in your home. You could lose your home if you do not meet the obligations in your agreement with us.

POSSIBLE ACTIONS: We can terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if (1) you engage in fraud or material misrepresentation in connection with the plan; (2) you do not meet the repayment terms of this plan, or (3) your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if (1) any reasons mentioned above exist; (2) the value of the dwelling securing the line declines significantly below its appraised value for purposes of the line; (3) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (4) you are in default of a material obligation of the agreement; (5) government action prevents us from imposing the annual percentage rate provided for in the agreement; (6) the priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit line; (7) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice, or (8) the maximum annual percentage rate is reached.

MINIMUM PAYMENT REQUIREMENTS: You can obtain credit advances for 5 years. This period is called the "draw period." At our option, we may renew or extend the draw period. After the draw period ends the repayment period will begin. The length of the repayment period will depend on the balance at the time of the last advance you obtain before the draw period ends. You will be required to make monthly payments during both the draw and repayment periods. At the time you obtain a credit advance a payoff period of 180 monthly payments will be used to calculate your payment.

The payoff period will always be the shorter of the payoff period for your outstanding balance or the time remaining to the maturity date. Your payment will be set to repay the balance after the advance, at the current annual percentage rate, within the payoff period. Your payment will be rounded up to the nearest dollar. Your payment will remain the same unless you obtain another credit advance. Your payment may also change if the annual percentage rate increases or decreases. Each time the annual percentage rate changes, we will adjust your payment to repay the balance within the original payoff period. Your payment will include any amounts past due and any amount by which you have exceeded your credit limit, and all other charges. Your payment will never be less than the smaller of \$100.00, or the full amount that you owe.

MINIMUM PAYMENT EXAMPLE: If you made only the minimum monthly payment and took no other credit advances it would take 14 years 2 months to pay off a credit advance of \$10,000 at an ANNUAL PERCENTAGE RATE of 8.25%. During that period, you would make 170 payments of \$100.00.

FEES AND CHARGES: You must pay certain fees to third parties to open the plan. These fees generally total between \$50.00 and \$500.00. If you ask, we will provide you with an itemization of the fees you will have to pay third parties.

PROPERTY INSURANCE: You must carry insurance on the property that secures this plan. If the property is located in a Special Flood Hazard Area we will require you to obtain flood insurance if it is available.

REFUNDABILITY OF FEES: If you decide not to enter into this plan within three business days of receiving this disclosure and the home equity brochure, you are entitled to a refund of any fee you may have already paid.

TRANSACTION REQUIREMENTS: The minimum credit advance that you can receive is \$1,000.00 for the first advance and \$1,000.00 for each subsequent advance.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges

for the plan.

ADDITIONAL HOME EQUITY PLANS: Please ask us about our other available home equity line of credit plans.

VARIABLE RATE FEATURE: This plan has a variable rate feature and the annual percentage rate (corresponding to the periodic rate) and the minimum payment may change as a result. The annual percentage rate includes only interest and no other costs.

The annual percentage rate is based on the value of an index. The index is the Prime Rate published in the Money Rates column of the Wall Street Journal. When a range of rates has been published the highest rate will be used. We will use the most recent index value available to us as of 10 days before the date of any annual percentage rate adjustment.

To determine the annual percentage rate that will apply to your account, we add a margin to the value of the Index. Ask us for the current index value, margin and annual percentage rate. After you open a plan, rate information will be provided on periodic statements that we send you.

RATE CHANGES: The annual percentage rate can change quarterly on the first day of January, April, July and October. The rate cannot increase or decrease more than 2.0 percentage points in any one year period. The maximum ANNUAL PERCENTAGE RATE that can apply is 18.0% or the maximum permitted by law, whichever is less. However, under no circumstances will your ANNUAL PERCENTAGE RATE go below 4.0% at any time during the term of the plan.

MAXIMUM RATE AND PAYMENT EXAMPLES: If you had an outstanding balance of \$10,000, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 18.0% would be \$162.00. This annual percentage rate could be reached at the time of the 49th payment.

HISTORICAL EXAMPLE: The following table shows how the annual percentage rate and the minimum payments for a single \$10,000 credit advance would have changed based on changes in the index over the past 15 years. The index values are from the last business day of January of each year. While only one payment per year is shown, payments may have varied during each year.

The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments will change in the future.