## TRUTH IN SAVINGS

First Citizens' Federal Credit Union 200 Mill Road, Suite 100 Fairhaven, MA 02719 (800)642-7515

## **Student Checking**

**ELIGIBILITY REQUIREMENTS.** Member must be between the ages of 13 and 22 to qualify for this account. Account owners under the age of 18 must have a parent or guardian as a joint owner of the account. Upon reaching age 23, the account will convert to a Complete Checking account.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$1.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$1.00. If at any time your balance falls below the required par value, you will have 180 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** After 1 year of inactivity an account will become dormant. If the balance is under \$100.00; a fee of \$5.00 will be charged monthly until the account is depleted and closed or until the account becomes active.

PROCESSING ORDER. The law permits us to pay items (such as checks, drafts, check images, preauthorized debits, debit card transactions, etc.) drawn on your account in any order. Our policy is to pay online transactions such as teller transactions, ATM withdrawals, ACH debits, Point-Of-Sale transactions within time order as they are presented in real time. Offline transactions such as paper checks/drafts presented to us from the Federal Reserve or its representatives will be posted from the smallest to largest amounts following the posting of online transactions. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. If there is not enough money in your account to pay all of the items that are presented, we may (a) return the item unpaid, or (b) pay the item at our sole discretion, which would create an overdraft on your account. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as you rent or mortgage payment), but may reduce the amount of overall charges you have to pay if funds are not available to pay all of the items. If your account lacks sufficient funds to pay a check, preauthorized transfer, or other item presented for payment as determined by your available balance, we may, at our discretion, pay the item (creating an overdraft) or return the item for non-sufficient funds. The amount of the fee related to overdraft/non-sufficient funds is disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you avoid writing checks or drafts without sufficient funds and incurring any possible fees. The amount of the fee is disclosed on

**OVERDRAFTS.** It is understood that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw your account balance does not obligate us to do so later. You can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts and that we may charge you a fee each time a payment is presented regardless of the number of times the payment is presented. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions unless you have opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits to cover such overdrafts and overdraft fees. Please continue reading for further detailed information.

We use the available balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds fees and overdraft fees. For more information on the available balance, please refer to our Funds Availability Disclosure.

How We Decide to Pay an Item or Debit: The available balance in your account reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds, and holds on debit card transactions that have been authorized but not yet posted (i.e. preauthorization holds). Those pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

How We Assess Fees: If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you a fee if we return the item or pay the item on your behalf.

Return Item for Non-Sufficient Funds: If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you a non-sufficient funds fee. Pursuant to NACHA Operating Rules and Guidelines and other applicable laws, an item may be presented for payment more than one time by another party. We may charge you a non-sufficient funds fee for each resubmission of an item or re-presentation of a check, which means you may incur multiple non-sufficient funds fees if an item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you a non-sufficient funds fee. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you a non-sufficient funds fee a second time the check is presented for payment and returned for non-sufficient funds. We cannot control when another party resubmits an item or re-presents a check for payment, and the other party's right to do so may be governed by the NACHA Operating Rules and Guidelines and other applicable laws.

Overdrafts: If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you an overdraft fee. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay the debit for your groceries on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you an overdraft fee.

**TRANSACTION LIMITATIONS.** The maximum ATM withdrawals may not exceed your daily ATM/debit card limit. This withdrawal limitation is imposed per card, which may be combined with any deposit accounts linked to your card.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

An overdraft fee can be charged per item for overdrafts by check, in-person withdrawal, ATM withdrawal, or other electronic means. Please refer to our separate Fee Schedule which can be provided upon request.

ATM surcharge fees that you incur for the use of ATM machines that are not owned and operated by us or which do not offer surcharge-fee access, that post and clear your account during your statement cycle will be rebated up to a total of \$20.00 per month. The ATM surcharge rebate will be credited to your account at the end of each statement cycle.