



# BUSINESS CHECKING AGREEMENTS AND DISCLOSURES

**THESE AGREEMENTS AND DISCLOSURES CONTAIN NECESSARY ACCOUNT DISCLOSURES, AND OUR FUNDS AVAILABILITY POLICY. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

Throughout these Agreements And Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean ARKANSAS FEDERAL CREDIT UNION ("ARKANSAS FEDERAL"). The words "You" and "Your" mean each person and/or entity applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements And Disclosures. For joint accounts, read singular pronouns in the plural.

## ACCOUNT DISCLOSURES

**THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.**

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS CHOICE CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$100.00.

**Sub-Accounts.** This Account consists of a transaction sub-account and a savings sub-account. Funds will reside in the savings sub account until such time as they are required to pay debits, at which time they will be transferred to the transaction sub-account.

**Transaction Limitations.** No transaction limitations apply to this Account.

**Additional Information.** During each qualification cycle, You may earn a credit in an amount equal to \$0.10 per signature-based or PIN based transaction (using Your Mastercard Debit Card). The minimum qualifying purchase amount must be equal to or greater than \$5.00. Each qualification cycle will begin on the last business day of the preceding month, and end on the business day that immediately precedes the last business day of the current month ("qualification cycle"). Earned credits will be posted to Your Account on the last business day of each month.

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS PREMIER CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate, and as a result, the dividend rate and APY may change at any time based on the determination of the Credit Union's Board of Directors. For the current dividend rate and corresponding APY, refer to the accompanying "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$100.00.

**Sub-Accounts.** This Account consists of a transaction sub-account and a savings sub-account. Funds will reside in the savings sub account until such time as they are required to pay debits, at which time they will be transferred to the transaction sub-account.

**Transaction Limitations.** No transaction limitations apply to this Account.

**Compounding and Crediting.** Dividends will be earned daily for each day on which Your balance exceeds the minimum balance requirement for Your Account. The dividend period is Monthly, and dividends will be compounded and credited to Your Account Monthly.

At Your option, You may forego the compounding of dividends and, instead, have the dividends credited to a separate Account or account at the end of a dividend period.

**Balance Computation Method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in Your Account each day.

**Accrual on Noncash Deposits.** Dividends will begin to accrue on the business day that You deposit noncash items (e.g. checks) into Your Account.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate, and as a result, the dividend rate and APY may change at any time based on the determination of the Credit Union's Board of Directors. For the current dividend rate and corresponding APY, refer to the accompanying "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Sub-Accounts.** This Account consists of a transaction sub-account and a savings sub-account. Funds will reside in the savings sub account until such time as they are required to pay debits, at which time they will be transferred to the transaction sub-account.

**Transaction Limitations.** No transaction limitations apply to this Account.

**Compounding and Crediting.** Dividends will be earned daily for each day on which Your balance exceeds the minimum balance requirement for Your Account. The dividend period is Monthly, and dividends will be compounded and credited to Your Account Monthly.

At Your option, You may forego the compounding of dividends and, instead, have the dividends credited to a separate Account or account at the end of a dividend period.

**Balance Computation Method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in Your Account each day.

**Accrual on Noncash Deposits.** Dividends will begin to accrue on the business day that You deposit noncash items (e.g. checks) into Your Account.

### GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

**Member in Good Standing.** The Account services described in these Agreements and Disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend or cancel services to a member who is not in good standing, which includes, but is not limited to members that have:

- a delinquent loan.
- a primary Business Share Account balance below the \$5.00 minimum.
- an unresolved deposited returned check.
- any unpaid and uncollected fees.
- a negative balance on an Account.
- failed to comply with the terms and conditions of any lawful obligation with Us, and as a result, caused Us to suffer a financial loss.
- manipulated or otherwise used Our services or products in the furtherance of an illegal purpose.
- committed, or threatened, acts of violence against Our employees, agents or members.

## ACCOUNT DISCLOSURES (continued)

- failed to conduct themselves in a civil and businesslike manner.
- committed or attempted to commit fraud.

**Minimum Balance Requirements.** To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in Your primary share Account drops below one share (\$5.00), at any time, We may, at Our option, close Your Account.

**Nonsufficient Funds Returns.** Any share draft or pre-authorized transfer, or transaction made through the use of a debit card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

**Overdraft Balance Calculation.** When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your actual balance. Examples of credits include, but are

not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and Credit Union fees and charges. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance. First, We add all of the settled credit transactions to the beginning actual balance. Then, We subtract all of the debit transactions that settled that day. We also subtract all of the pending debit transactions. This determines the available balance for overdraft purposes. Each debit transaction that We process when Your Account has a negative available balance is an overdraft, subject to an overdraft charge.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when we dishonor and return an item for non-sufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

**Fees and Charges.** Any fees and charges applicable to Your Account are disclosed on the accompanying schedule of fees and charges provided in conjunction with these Agreements And Disclosures.

## FUNDS AVAILABILITY POLICY DISCLOSURE

**EXCEPT FOR CHECKS DRAWN ON FOREIGN BANKS IN FOREIGN COUNTRIES, THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM TRANSACTION ACCOUNTS AT ARKANSAS FEDERAL. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.**

**Your Ability to Withdraw Funds.** Our policy is to delay the availability of funds from Your cash and check deposits. During the delay, You may not withdraw the funds in cash and We will not use the funds to pay checks that You have written.

**Determining the Availability of a Deposit.** The length of the delay is counted in business days from the day of Your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If You make a deposit before closing 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 closing or on a day We are not open, We will consider that 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 below.

### Same-Day Availability

Funds from electronic direct deposits to Your Account will be available on the day We receive the deposit. Funds from the following types of deposits will also be available on the day We receive the deposit:

- U.S. Treasury checks that are payable to You.
- Wire transfers.
- Checks drawn on Us.
- Cash.
- State and local government checks that are payable to You.
- Cashier's, certified, and teller's checks that are payable to You.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to You.

### Other Check Deposits

The first \$225.00 of other check deposits will be available on the business day We receive the deposit. The remaining funds will be available on the 2nd business day after the day of Your deposit. For example, if You deposit a check of \$700.00 on a Monday, \$225.00 of the deposit is available on Monday. The remaining \$475.00 is available on Wednesday.

**Longer Delays May Apply.** Funds You deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.

- You have overdrawn Your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communication 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 7th business day following the day of Your deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

**Special Rules for New Accounts.** If You are a new member, the following special rules will apply during the first 30 days Your Account is open. Funds from electronic direct deposits to Your Account will be available on the day We receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the 1st business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$5,525.00 will be available on the 9th business day after the day of Your deposit. If Your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of Our employees, the first \$5,525.00 will not be available until the 2nd business day after the day of your deposit. Funds from all other check deposits will be available on the 9th business day after the day of Your deposit.

**Holds on Other Funds.** If We cash a check for You that is drawn on another institution, We may withhold the availability of a corresponding amount of funds that are already in Your Account. Those funds will be available to You at the time that the funds from the check We cashed for You would have been available if You had deposited it. If We accept for deposit a check that is drawn on another 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 policy for the type of check that You deposited.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Dividend Payment Policy.** See the Account Disclosures section in these Agreements And Disclosures for Our policy on the payment of dividends.