

**Important Disclosure Statements for Bowater Credit Union • Share Draft Account • Courtesy Pay • Confidentiality • Visa CheckCard • Pre-authorized Electronic Transactions • Online banking • Credit Score, Inc • Bill Pay**

Please retain this form with your important records as it contains very pertinent information regarding your Credit Union Accounts. Revised 2/2026

**Share Draft Agreement**

I/we hereby authorize Bowater Credit Union (the "Credit Union") to establish a checking account for me/us, to be known as a Share Draft Account. I/we agree to maintain sufficient funds on deposit to pay, upon presentation, all share drafts issued by me/us. The Credit Union is hereby authorized to pay share drafts signed by me/us and to charge the payments against the Share Draft Account. It is agreed that:

1. Where the term "Member" appears, it shall be construed to include and refer to all members and joint owners/additional authorized signatories whose signatures appear on this Agreement.
2. Only Share Draft blanks and other methods approved by the Credit Union may be used to withdraw funds from this account.
3. Unless otherwise agreed, the Credit Union is under no obligation to pay a Share Draft that exceeds the balance in the Share Draft Account plus the amount available to the drawer as a line of credit (LOC) loan, or a draft that is more than six (6) months old.
4. The Credit Union's refusal to pay a draft shall not be deemed wrongful if refused pursuant to a stop payment order issued by the Credit Union acting as attorney-in-fact for the Member, as herein authorized. The Credit Union shall have no liability to a Member if it, in good faith and pursuant to the exercise of ordinary care, issues a stop payment order for a Member as the Member's attorney-in-fact and pursuant to the power herein given to act as such.
5. Except in cases of negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a Share Draft.
6. All non-cash payments received for deposit in the Share Draft Account will be credited subject to final payment.
7. The Share Draft Account shall be subject to service charges and/or interest payments in accordance with the rate schedules adopted by the Credit Union from time to time.
8. The Credit Union is hereby authorized to transfer into said Share Draft Account sufficient funds from the Member's share accounts or any other deposit, loan, or line of credit account existing with the Credit Union for the Member's benefit to pay the purchase price of Share Drafts presented to the Credit Union for acceptance. Deposits applied to pay overdrafts may include benefit payments, such as Social Security checks and Supplemental Security Income. Overdrafts shall be paid on demand by the Credit Union unless a transfer is made from another account of the Member to cover such overdraft.
9. The Member hereby constitutes and appoints the Credit Union as attorney-in-fact to order payment stopped on any Share Draft issued by the Member if, at the time of presentation, the Member has insufficient funds or credit in the Share Draft Account to pay the purchase price of said Share Draft, or if the account has been closed. This power of attorney is irrevocable as long as the Share Draft Account is open and shall not expire after six (6) months or any other period of time, notwithstanding the absence of any renewal. Any attempted revocation of such power of attorney shall be void and shall result in the immediate cancellation and closing of the Member's Share Draft Account. It shall also be deemed an order to stop payment on all further Share Drafts issued by the Member against the Credit Union. The power of attorney herein granted shall not be affected by any disability of the Member.
10. The Member agrees to pay charges as established by the Board of Directors from time to time for statement copies requested by the Member, charges for stop payment orders placed on the Member's account by the Member or attorney-in-fact, and charges for returned drafts due to stop payment, insufficient funds, or any other reason not herein designated.
11. The Credit Union reserves the right to modify any or all charges herein presented, subject to the approval of the Board of Directors.
12. The use of the Share Draft Account is subject to such other terms, conditions, and requirements as the Credit Union may establish from time to time.
13. The Member hereby agrees, jointly and severally, to indemnify and hold the Credit Union harmless from and against any and all claims and suits, whether groundless or otherwise, and from and against any and all liabilities, losses,

damages, expenses, and costs resulting from the nonpayment of any Share Drafts or other instruments on which the Member orders payment stopped.

14. The Member is liable to the Credit Union for any loss, cost, or expense incurred as a result of the Member's failure to follow this Agreement. The Member authorizes the Credit Union to deduct any such loss, cost, or expense from the Member's account without prior notice. If the Credit Union brings legal action to collect any amount due under or to enforce this Agreement, it shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees for any appeal, bankruptcy proceedings, and any post-judgment collection actions.

### **Courtesy Pay**

Any member with a Share Draft account who is in good standing, has been a member for more than three months, and has opted into Courtesy Pay will automatically receive Courtesy Pay service on Share Draft and ACH transactions. Members may choose to have Courtesy Pay service on ATM and debit card transactions. Courtesy Pay allows the Share Draft account to have a negative balance, up to a predefined limit. This limit includes overdrafts and fees. The fee for each item honored with Courtesy Pay service shall be equal to the NSF fee. The Credit Union may discontinue Courtesy Pay service for any member at any time without notice. The member may opt out of Courtesy Pay service at any time with notification to the Credit Union.

### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers.
2. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
3. In order to comply with government agencies or court orders.
4. If you give us written permission.

### **Debit Card Terms and Conditions**

The use of the Debit Card (herein called "card") issued by Bowater Credit Union (herein called "Credit Union") is issued to the owner(s) (herein called "cardholder(s)") of accounts for use with such account(s) as described in the card application form, subject to the following terms and conditions:

1. The card issued by the Credit Union is the sole property of the Credit Union, which may retrieve, limit, or issue a new card at any time without prior notice to the cardholder. Upon request, the cardholder will cease to use the card and return it to the Credit Union immediately.
2. The Credit Union will determine the means and conditions under which a card may be issued or retained and the type of transactions which may be made. The Credit Union reserves the right to establish and maintain service charges and/or transaction fees and may change such fees and charges from time to time. The Credit Union will make every possible attempt to notify the cardholder in writing in advance of any changes in the terms and conditions pertaining to the use of the card or the establishment of new ones.
3. The cardholder is responsible for the use of the card and for maintaining the card and Personal Identification Number (PIN) with maximum security. Each card is issued to an individual, and only that individual may use the card. The cardholder may not give their card or PIN to anyone else. The cardholder agrees to take all reasonable steps to locate, apprehend, and prosecute unauthorized users of the card and to assist the Credit Union, where lawful, in these efforts.
4. Each cardholder, by acceptance and/or use of the card, authorizes the Credit Union to pay, from any account he/she may have with the Credit Union, any amount necessary to satisfy any transaction, fee, or service charge resulting from the use of this card.
5. Card transactions are governed by these Terms and Conditions and any other terms that apply to any account affected by such transactions, including agreements, charter, bylaws, rules and regulations, in addition to any applicable laws. Any Credit Union business transacted by use of the card is not finalized as it pertains to any account(s) until the Credit Union has verified and processed the transaction on its records according to its usual procedures, regardless of any receipt produced from the ATM at the time of the transaction.
6. The Credit Union is authorized to treat any transaction made by the cardholder as if the cardholder's signature was affixed to said transaction document. Difficulties or complaints should be reported by the cardholder directly to the Credit Union.

7. Expenses incurred by the Credit Union to research a disputed transaction will be paid by the cardholder when such transaction is proven to have been made by an authorized user. The cardholder agrees to pay all expenses incurred in the apprehension and prosecution of any unauthorized users.

8. The Credit Union will not be responsible for the condition of any ATM it does not own, nor will it be liable for any failure or malfunction of the equipment or system except as specifically provided by law. The cardholder will examine his/her periodic statements from the Credit Union promptly and report any errors or unauthorized transactions. Cardholder liability for unauthorized transactions is limited as provided by law. The rules for unauthorized transfers and error resolution are contained in the disclosure statement provided upon receipt of the card.

9. The cardholder may cancel their agreement with the Credit Union at any time by notifying the Credit Union. In that event, all rights and obligations for any transaction occurring before the Credit Union receives notice of this cancellation shall be determined by this agreement.

10. The Credit Union reserves the right to make additions or deletions to these terms and conditions from time to time.

11. The total amount you can spend or withdraw using your debit card is limited to the lesser of your available checking account balance or the following daily limits:

- Point-of-sale transactions: Up to \$5,000 per day, whichever occurs first.
- Person-to-person (P2P) transactions: Up to \$1,000 per day.
- Card-not-present transactions (e.g., online purchases): Up to \$5,000 per day.
- ATM withdrawals: Up to \$500 per day or 10 transactions, whichever occurs first.

Debit cards cannot be used outside the United States for point-of-sale or card-not-present transactions.

You may not use your debit card for any illegal or unlawful activity. We reserve the right to decline any transaction we believe may involve illegal or high-risk activity.

#### **Other Terms and Conditions**

Members must be at least 13 years of age. Members under 18 must have an approved adult joint owner sign the card application where indicated. The member must have a Share Draft account with the Credit Union. The number of attempts to enter the PIN will be limited to three (3).

#### **Federal Electronic Fund Transfer Act Disclosure Statement**

If you believe your card, Personal Identification Number (PIN), or account information has been stolen, and you notify us within two business days after learning of the loss or theft, you can lose no more than \$50 if someone used your card, PIN, or account information without your permission. If you do NOT notify us within two business days, and we can prove we could have stopped someone from using your card, PIN, or account information without your permission had you informed us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, notify us immediately. If you do not notify us within 60 days after the statement was mailed to you, you may not recover any money lost after the 60 days if we can prove we could have stopped someone from taking the money had you informed us in time. If a valid reason (such as a long trip or a hospital stay) prevented you from notifying us, we will extend the time periods.

If you believe your card, PIN, or account information has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write to us at: (423) 336-7268, Bowater Credit Union, P.O. Box 359, Calhoun, TN 37309. Our business days are Monday through Friday. Holidays are not included.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: Telephone us at (423) 336-7268 or write to us at Bowater Credit Union, P.O. Box 359, Calhoun, TN 37309 as soon as possible if you think your statement or receipt is incorrect, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

When contacting us, be prepared to:

1. Provide your name and account number.
2. Describe the error or the transfer you are unsure about and explain clearly why you believe it is an error or why you need more information.

3. Provide the dollar amount of the suspected error.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 business days. If we do not receive it within 10 business days, we may not recredit your account.

We will inform you of the results of our investigation within 10 business days and correct any error promptly. If more time is needed, we may take up to 45 days to investigate. If so, we will recredit your account within 10 business days for the amount you believe is in error, so you can use the money during the investigation.

If we determine there was no error, we will send you a written explanation within three business days after completing our investigation. You may request copies of the documents used in our investigation.

If you have authorized us to make regular payments from your account, you can stop any of these payments by:

1. Calling us at (423) 336-7268 or writing to Bowater Credit Union, P.O. Box 359, Calhoun, TN 37309, at least three business days before the payment is scheduled. If you call, we may require written confirmation within 14 days. (A \$29.00 fee will be charged for each stop-payment order.)
2. Notice of varying amounts: If these payments vary in amount, the payee will notify you 10 days before each payment, including the date and amount. Alternatively, you may choose to receive notice only when the payment differs by more than a specified amount or falls outside preset limits.
3. Liability for failure to stop payment: If you request a stop payment at least three business days before the scheduled transfer and we fail to do so, we will be liable for your losses or damages.

### **Account Access**

You may use your card and PIN to:

1. Withdraw cash from your share draft or share account, or line of credit (if applicable).
2. Make deposits to your share draft or share account (if applicable).
3. Transfer funds between your share and share draft accounts (if applicable).
4. Some services may not be available at all terminals.
5. Deposits by cash or check may only be made at a Bowater Credit Union ATM/ITM.
6. Make purchases at locations that accept the card. Daily withdrawal limits apply, and some terminals may restrict the number of withdrawals per day.

You will receive a receipt for each ATM transaction and a monthly statement of account activity.

If we fail to complete a transfer on time or in the correct amount according to our agreement, we will be liable for your losses or damages. Exceptions include:

1. Insufficient funds in your account.
2. Transfer exceeds your line of credit limit.
3. ATM lacks sufficient cash.
4. System malfunction known to you at the time of transfer.
5. Circumstances beyond our control (e.g., fire, flood, communication failure) despite reasonable precautions.

Other exceptions may be stated in our agreement with you.

### **Online Banking Electronic Account Access**

You can access your accounts via any Internet-connected device. When you enroll in the service, you will choose a username and password. You must use your username and password to access your accounts. Your password should be kept confidential; you must notify the Credit Union immediately if your password is compromised. Any transactions made with this password will be deemed authorized by the Primary Owner, including transfers to another member's account. In the case of transfers to another member's account, the Credit Union is not responsible if you enter an incorrect account number and funds are not retrievable. Bowater Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, or lower an account below the required balance. We may refuse to honor any transaction for which you do not have sufficient available verified funds. Your access may be discontinued at any time at the Credit Union's discretion. Accounts the Primary Owner is joint on may be linked under one Online Banking Logon ID; accounts are linked by

Social Security Number. You may add or remove additional accounts by contacting the Credit Union in writing, over the phone, by visiting a branch, or through Online Banking's secure email.

### **Credit Score**

As a feature of your online banking account, we will provide you with your credit score and report. This is a soft pull and will not affect your credit score. You authorize our partner, SavvyMoney, Inc., to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us. If you wish to decline enrollment in SavvyMoney services, follow the instructions at [https://savvymoney.com/ui/page/2297/opt-out?signature=QyRNMLH-vLh2NDQDxl\\_YxJvPmJArvxdZVw33eIc9nCU](https://savvymoney.com/ui/page/2297/opt-out?signature=QyRNMLH-vLh2NDQDxl_YxJvPmJArvxdZVw33eIc9nCU) By clicking 'Accept', you are accepting SavvyMoney's Terms of Service and Privacy Policy, which can be found at <https://savvymoney.com/terms-of-service/> and <https://savvymoney.com/privacy-policy/> (unless you completed the decline enrollment instructions above). You may revoke this authorization at any time through your credit score profile settings.

### **Bill Pay Agreement**

#### **1. INTRODUCTION**

Through online banking, you may subscribe to our optional Online Bill Payment Service. The Online Bill Payment Service allows you to schedule payments through the Internet for current, future, and recurring bills from your checking account with Bowater Credit Union (BECU).

You may use our Online Bill Payment Service to direct us to make payments from your designated checking account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the agreements, disclosures, and other documents in effect from time to time governing your deposit account with us, including the Membership and Account Agreement, the Important Disclosure Statement, and the Check Stop Payment Disclosure.

"Online Bill Payment Service" and/or "Service" means the bill payment service that Bowater Credit Union makes available over the Internet. "Credit Union", "we", "our", or "us" means Bowater Credit Union. "Account" means the deposit account you designate to process Bill Payment transactions through. "Payee" or "Merchant" means anyone you designate, and we accept as a payee. "Payment" means your remittance to a payee.

#### **2. REQUIREMENTS & RESTRICTIONS**

To subscribe to Online Bill Payment, you must designate a specific checking account to process your Online Bill Payment transactions. The account you designate for this purpose must be in good standing with us in accordance with our criteria. Requirements for dual signatures on checks do not apply to the Bill Payment Service.

#### **3. PAYEE DESIGNATION**

You can use the Online Bill Payment Service to make payments to almost any Payee or Merchant you want, including individuals, local service providers, utilities, credit cards, mortgage or loan payments, charitable donations, etc.

The Online Bill Payment Service cannot be used to make payments for the following:

- Tax payments to the Internal Revenue Service or any state, local, or other government agency
- Court-ordered payments such as child support or alimony
- Payees located outside of the United States.

By furnishing us with the names of your Payees (Merchants and/or individuals) and their addresses, you give us authorization to follow the Payment instructions you provide. When we receive a Payment instruction for the current or a future date, we will remit the funds to the Payee on your behalf from the funds in your designated Account on the day you have instructed them to be sent ("Payment Date"). We are not obligated to pay funds from your Account if the available Account balance is insufficient to cover the Payment. Funds for ALL bill payments, whether paid electronically or by check, will be withdrawn from your Account no later than three (3) business days following the Payment Date.

We are not responsible if a Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant.

#### **4. MAKING / SCHEDULING PAYMENTS**

You may use the Online Bill Payment Service to authorize recurring or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee. Non-recurring payments are single, one-time payments to a specified Payee. Non-recurring payments may be scheduled to be initiated up to twelve (12) months in advance.

Payments are limited to \$10,000 per merchant, per day.

Payments are processed Monday through Friday except on Federal holidays. If you attempt to schedule a Payment on a weekend or Federal holiday, you will be prompted to select a different date, or the Payment will be processed on the preceding business day if it is an auto-recurring Payment. The Payment method may be electronic or by check. The first Payment to a Merchant must be scheduled at least five (5) business days prior to the due date for each Payment (recurring or variable) to allow adequate time for the Payment to reach the Payee. The due date is the date the Merchant has designated for payment and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Once the Service has been notified whether a Merchant accepts electronic payments or requires a paper check, after making the first Payment to that Merchant, the Service will display an indication that the Merchant requires either a two (2) day lead time for an electronic payment or a five (5) day lead time if a paper check sent by regular mail is required.

Any Payments made with the Online Bill Payment Service require sufficient time for your Payee to credit your Account properly. To avoid incurring a finance charge or other charge, you must schedule a Payment sufficiently in advance of the due date. If you fail to schedule your Payment according to the recommended timeframe, we will not be responsible for late fees or finance charges. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have available collected funds on deposit in the Account you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to us. We reserve the right to disable access to the Online Bill Pay Service if you fail to comply with this requirement or any other terms of this Agreement. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations.

#### **5. CHANGE OR DELETE PAYMENTS / STOP PAYMENTS**

Any Payment can be changed or cancelled, provided you access the Service prior to the time the Payment is processed.

Electronic Network cut-off: 9:45 AM EST

Paper check cut-off: 10:30 AM EST

We shall not be liable to you due to a stop payment request if your order to do so is not presented prior to the time the check has cleared. Once the Payment has cleared, you can no longer stop payment.

#### **6. PAYMENT GUARANTEE**

If all payment guidelines were followed and a payment is still posted late to your account with a merchant resulting in a late fee, at our discretion, we will attempt to have the merchant waive the late fees. If the merchant is unwilling to waive late fees, up to \$50 in late fees assessed by the merchant will be covered by us. However, due to factors beyond our control, such as the U.S. Mail and payment processing at the merchant, it is not guaranteed that a payment will post on the fifth business day (or second, if issued electronically). It is imperative to note that merchant grace periods are not taken into consideration, and if adequate lead time prior to the payment due date was not allowed by you in scheduling the payment, this guarantee is void.

NOTE: If the merchant is not willing to discuss late fees or the status of the account with us, you will be notified and advised that the merchant requires your authorization before further discussions can occur between us and the merchant.

#### **7. LIABILITY**

You are solely responsible for controlling the safekeeping of and access to your Online Bill Payment information. You are liable for all transactions you make or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your Online Banking password. If you have experienced unauthorized access to our Online Bill Payment, you must notify us of the unauthorized access, identify any payments made or potential payments scheduled, and change your logon information.

You will be responsible for any payment request you make that contains an error or is a duplicate of another payment. We are not responsible for a payment that is not made if you did not properly follow the instructions for making the payment. We are not liable for any failure to make a payment if you fail to promptly notify us after you learn that you have not received credit from a payee for a payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

In any event, we will not be liable for any special, indirect, consequential, incidental, punitive losses, damages, or expenses in connection with this agreement or the service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act, or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

## **8. TERMINATION**

We reserve the right to terminate your use of Online Bill Payment at any time without prior notice to you.

If, for any reason, you should want to terminate your use of our Online Bill Payment Service, we recommend that you cancel all future payments and transfers at the same time you terminate the service, either by deleting the scheduled payments yourself or by contacting the Credit Union as stipulated below. We will delete all outstanding payments (both one-time and recurring) as part of your service termination.

We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all payments made by us on your behalf through the Bill Payment Service.

Should you opt to discontinue any of the accounts or services to which this agreement pertains, written notice must be provided to us immediately at the following address: Bowater Credit Union P.O. Box 359, Calhoun, TN 37309

## **9. AGREEMENT ASSIGNMENT AND AMENDMENT**

We may assign this agreement to any affiliate, parent, or other company. We may also assign or delegate certain of our rights and responsibilities under this agreement to such third parties as we may elect upon notice to you, whereupon we shall be released from any and all further liability or responsibility related thereto.

We reserve the right to amend or cancel any of the provisions of this agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change electronically and, at our option, by sending you notification in addition thereto. We will provide notice of thirty (30) days of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations, or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. We also reserve the option, in our business judgment, to waive, reduce, or reverse charges or fees in individual situations.