



# MEMBERSHIP APPLICATION

To apply for Elements Financial membership, complete this application or apply online at [elements.org](http://elements.org). Separate the Account Agreement and keep for your records. Send this application back to Elements Financial.

To add additional Joint Tenants or designate beneficiary, use the Membership Application Addendum available at [elements.org/membership](http://elements.org/membership).

## Provide Primary Member Information

Male  
 Female

First Name \_\_\_\_\_ MI \_\_\_\_\_

Last Name \_\_\_\_\_

Home Street Address (No P.O. Boxes) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address  Same as Home Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone (###) ###-#### \_\_\_\_\_ Cell Phone (###) ###-#### \_\_\_\_\_

Work Phone (###) ###-#### \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth (MM/DD/YYYY) \_\_\_\_\_

Drivers License State DL # \_\_\_\_\_ Issue Date \_\_\_\_\_ Exp Date \_\_\_\_\_

Occupation \_\_\_\_\_

Email Address (Home Preferred / Email Required for eStatements and eBranch Internet Banking) \_\_\_\_\_

Phone Security Word (Select a word other than your Mother's Maiden Name for use when calling us.) \_\_\_\_\_

Phone Security Word Hint (Provide a hint we use to remind you of your security word when calling Elements.) \_\_\_\_\_

## Select Products and Services

### SAVINGS PRODUCTS

**Must Choose One**

Member Savings or

Premium Money Market or

The Grow Account (For opening the Grow Account, the age restriction is under 18 years old.)

Hideaway Savings

## Select Membership Eligibility

I AM AN EMPLOYEE, STUDENT, RETIREE or MEMBER of an eligible Elements Financial company or organization.

Eligible Company or Association / Organization \_\_\_\_\_

I AM A MEMBER OF THE IMMEDIATE FAMILY\* or HOUSEHOLD† of someone who is an employee, student, retiree or member of an eligible Elements Financial company or organization.

## Provide Joint Tenant Information if Necessary

Male  
 Female

First Name \_\_\_\_\_ MI \_\_\_\_\_

Last Name \_\_\_\_\_

Home Street Address (No P.O. Boxes) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address  Same as Home Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone (###) ###-#### \_\_\_\_\_ Cell Phone (###) ###-#### \_\_\_\_\_

Work Phone (###) ###-#### \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth (MM/DD/YYYY) \_\_\_\_\_

Drivers License State DL # \_\_\_\_\_ Issue Date \_\_\_\_\_ Exp Date \_\_\_\_\_

Occupation \_\_\_\_\_

Email Address (Home Preferred / Email Required for eStatements and eBranch Internet Banking) \_\_\_\_\_

Phone Security Word (Select a word other than your Mother's Maiden Name for use when calling us.) \_\_\_\_\_

Phone Security Word Hint (Provide a hint we use to remind you of your security word when calling Elements.) \_\_\_\_\_

### CHECKING PRODUCTS

Minimum Checking Deposit: \$50.00

- High Interest Checking
- Basic Checking
- Student Edge Account (Ages 15-24)
- Visa® Debit Card for Primary Member
- Visa® Debit Card for Joint Tenant

## FOR CREDIT UNION USE ONLY

Member Number \_\_\_\_\_

Date of Application \_\_\_\_\_

Savings Account # \_\_\_\_\_

Checking Account # \_\_\_\_\_

## Sign, Seal and Deliver

### TIN Certification & Backup Withholding Info

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including U.S. resident alien).

### Certification Instructions

Cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. Cross out Item 3 and complete a W-8 BEN if you are not a U.S. person or U.S. resident alien.

**Authorization:** By signing, I/we agree to the terms and conditions of the Account Agreement and the Truth-in-Savings Disclosures, Rate and Fee Schedule and to any amendment the Credit Union makes from time to time which are incorporated herein. I/we acknowledge receipt of a copy of the Account Agreement and Disclosures. **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

X \_\_\_\_\_  
Primary Member Signature \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_  
Joint Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

### Please complete, sign & mail this form to

Elements Financial, PO Box 7123, Indianapolis, IN 46207-7123

Or complete our online application at [elements.org/membership](http://elements.org/membership).

By completing this form you grant Elements Financial permission to contact you about the benefits of membership. **Immediate Family** = spouse, child, sibling, parent, grandparent, grandchild, stepparent, stepchild, step-sibling and adoptive relationships. **Household** = shared residence and income.

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# ACCOUNT AGREEMENT

This Account Agreement "Agreement" provides information regarding your membership with the Elements Financial Federal Credit Union "Credit Union". This Agreement is in addition to any and all other account, loan, or service agreements and disclosures you may receive in connection with obtaining additional accounts, loans or services with the Credit Union.



**1. BINDING EFFECT** By signing the Account Application, you and yours, jointly and severally, agree to the terms and conditions of this Account Agreement, the Account Application, the Truth-in-Savings Disclosure, the Rate and Fee Schedule, accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents.

**2. VERIFICATION OF ELIGIBILITY** Your signature on the Account Application authorizes the Credit Union to check your account, employment history, and obtain credit reports from third parties, including credit reporting agencies to verify your eligibility for the accounts and services you request.

**3. USA PATRIOT ACT NEW ACCOUNT VERIFICATION** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. For applications received by mail/Internet, you may be contacted by a credit union representative to verify the information supplied on your application.

**4. DISPOSITION OF ACCOUNT ON DEATH** A Payable on Death (POD) account designation is an instruction to the Credit Union that the account is payable to the account owner(s) during their lifetime and, upon the death of the last account owner, payable to any named and surviving POD payee/beneficiary designated in the owner's Account Application. Accounts payable on death to more than one payee/beneficiary are owned jointly by such payees/beneficiaries with rights of survivorship. The Credit Union shall at no time have any obligation whatsoever to notify any payee/beneficiary of the existence of any account or the vesting of the payee/beneficiary's interest in any account, except as otherwise provided by law.

For a single party account, the interest of the deceased owner will pass, subject to applicable law, to the decedent's estate or, if applicable to a POD beneficiary.

For a joint account, the account(s) will be owned jointly with rights of survivorship, and the interest of a deceased owner will pass to the surviving owner.

**5. ACCOUNT VERIFICATION SERVICE** The Credit Union will use an account verification service to verify the information contained on your Account Application. The Credit Union reserves the right to deny any application based on the results of negative information received through this service. If your application is denied, we will provide you with the name, address and telephone number of the account verification service that provided us with the information.

**6. ACCOUNT TYPES** Individual Account(s): An account in the name of and payable to or on the order of one account holder qualified for Credit Union Membership. Only that person may withdraw, transfer funds, or close the account. Joint Account(s): An account owned by two or more persons is a joint account. Minor Account(s): We require any account established by a minor to be a joint account with an owner who has reached the age of majority under Indiana state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority.

**7. RIGHTS AND OBLIGATIONS OF JOINT ACCOUNT OWNERS** Any joint account owner is authorized and deemed to act for the other owners, and the Credit Union may accept orders and instructions regarding the account, request for future services, and any transaction

from any such account owner. You authorize the Credit Union, at its discretion, to accept transfers, checks, drafts and other items for deposit into your account if they are made payable to, or to the order of, joint owner, whether or not those items are endorsed by both account owners. Each joint account owner guarantees the signature of the other owner. Any joint account owner may withdraw all funds in the account, stop payment on items drawn on the account, transfer or pledge to the Credit Union all or any part of the shares of any account without the consent of the other account owner, and the Credit Union shall have no duty in such event to notify the other account owner. The Credit Union reserves the right at any time to require written consent of both account owners for a change of ownership or termination of a joint account. If the Credit Union receives notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union, at its option, may (a) suspend or terminate the account, (b) require a court order to act, and/or (c) require that both joint owners agree in writing to any transaction concerning the account. If any deposited item is returned unpaid, or if the account is overdrawn, each of the joint account owners is jointly and severally liable to the Credit Union for the amount of any returned item, overdrawn amount, or unpaid amount or charges, regardless of who caused or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the account.

**8. DEPOSIT RULES** If any endorsement of any other markings made by you or any prior endorser on a deposited item causes delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error. In handling items for deposit or collection, the Credit Union reserves the right to send any item for collection. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use. You waive any notice on nonpayment, dishonor or protest regarding any items received by the Credit Union for credit to your account or for collection.

**9. ACCOUNT RATES AND FEES** The Credit Union's payment of earnings on your account shall be subject to the terms set forth in the Rate and Fee Schedule pertaining to account rates, fees, and payment and balance requirements. The Credit Union may charge you fees for accounts and services provided by the Credit Union, as set forth on the Rate and Fee Schedule. You agree that the Credit Union may change the Rate and Fee Schedule at any time, and you will be notified of such changes as required by law.

## **10. OVERDRAFTS: Important Information Concerning Your Account**

### **1) Insufficient Funds — Your Account is Overdrawn**

An account is considered overdrawn when the available balance is negative. It is your responsibility to avoid overdrawing your account. Contact us to learn more about overdraft protection and other services we provide to our members. These services are designed to help you avoid overdraft charges or the possible return of a payment item.

If an item is presented and there are not enough available funds in your account to pay it, we may, at our discretion, pay the item or return the item. We will charge a fee for each item (such as a check, in-person withdraw, card transaction, and ATM withdrawal) that causes or would cause the ending available balance to be negative even if we return the item. Refer to our fee schedule for a list of fees.

You authorize us to use the money from any future deposits to your account or any other account you are an accountholder of to pay any overdraft and resulting fees.

Deposits include any direct deposit payments you receive from a government agency (including Social Security or other governmental benefits), your employer, or any other third party that posts its payment directly to your account. You understand you must contact the third party (not us) to change your direct deposit instructions.

You agree to pay all costs and expenses we incur in collecting any overdraft, including attorneys' fees. We may still pursue collection of the amount you owe (including suing you) after it is charged off. Further, if you do not promptly pay the amount of any overdraft along with any fees that we charge your account, WE MAY REPORT YOU TO A CREDIT REPORTING AGENCY. THIS COULD AFFECT YOUR ABILITY TO OPEN ACCOUNTS WITH US OR OTHER FINANCIAL INSTITUTIONS IN THE FUTURE.

### **2) What is the Difference between the Current Balance and the Available Balance?**

Your checking account has two kinds of balances: the current balance (also commonly referred to as "actual balance" or "ledger balance") and the available balance. The current balance is the amount of money that is actually in your account at any given time. It reflects transactions that have posted to your account, but it does not include transactions that have been authorized and are pending. Your available balance is the amount of money in your account that is available to you to use without overdrawing your account. The available balance takes into account holds placed on deposits and pending transactions (such as pending debit card purchases) that have been authorized but that have not yet posted to your account. WE USE YOUR AVAILABLE BALANCE TO DETERMINE WHETHER SUFFICIENT FUNDS ARE AVAILABLE WHEN TRANSACTIONS ATTEMPT TO CLEAR THE ACCOUNT AND FOR DETERMINING WHETHER TO CHARGE AN OVERDRAFT PRIVILEGE FEE OR A RETURNED ITEM FEE. Importantly, you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because while your available balance reflects holds on deposits and pending transactions it may not reflect outstanding checks and automatic bill payments (or other outstanding transactions) that you have authorized but that have not yet posted to your account.

### **3) Overdraft Privilege**

We are under no obligation to pay items that would exceed your available balance. We offer overdraft privilege on most accounts. We do not offer such privilege on youth accounts, student accounts, or accounts with tax implications including HSA, IRA, and ESA. Overdraft privilege is a courtesy we may provide you to pay items despite the fact the available balance is or would be negative. An overdraft privilege fee is charged for each item presented; however, it prevents the payee from knowing the insufficient balance of your account. Our policy is to limit this privilege to a total negative available balance of no more than \$1,000 which includes any fees we charge. We have the right; however, to alter our policy at any time. Even if we've paid overdraft items before, we are not required to do it in the future. Further, we will analyze various factors (e.g. length of membership, number of accounts, account balances in other accounts, etc.) in making our determination as to items to return and pay. It is your responsibility to inquire with us as to our determination and to promptly correct any insufficient balance. Prompt actions will likely reduce any financial harm to you. Federal regulations do not allow us to offer overdraft privileges for ATM and for non-recurring debit card transactions without your authorization. If you would like overdraft privilege coverage for card transactions, please contact us. By authorizing card transactions, you are allowed to proceed with ATM and debit card transactions to overdraw your account up to the overdraft privilege amount. YOU WILL BE ASSESSED AN OVERDRAFT PRIVILEGE FEE.

#### 4) Overdraft Protection

If you request Overdraft Protection, you can specify one or more of the following options. You can activate either or both methods of Overdraft Protection. Usage of Overdraft Protection may be less expensive than using Overdraft Privilege. If you link two or more accounts and a line of credit, we will first transfer funds from the linked deposit accounts in the order you specified when you linked the accounts and lastly from the line of credit.

Option	What it Means to You	Cost
Link to Another Deposit Account(s)	Money transfers from another deposit account to match the exact amount of your overdraft.	No charge
Line of Credit Transfers	Money transfers from your Line of Credit to match the exact amount of your overdraft.	\$5 per advance and interest is charged on outstanding balance.

**11. TRANSFER LIMITATIONS** You may make up to six (6) pre-authorized, electronic, automatic, telephonic, or audio response transfers from your savings and money market accounts to a third party during any calendar month. Transactions conducted in person or by mail are excluded from this limitation. Additionally, internal transfers to make payments to your Credit Union loans and requests for withdrawals by check made payable to you are excluded from this limitation. If you exceed the transaction limitations set forth above, we reserve the right to assess fees against, suspend or close your account.

**12. ABANDONED ACCOUNTS** Funds may be transferred to the appropriate state in accordance with unclaimed property law if the account becomes abandoned/unclaimed as defined by the law.

**13. TERMINATION OF MEMBERSHIP** You may terminate your account(s) at any time by notifying us by phone, in writing or verbally at one of our branches. You agree to reimburse the Credit Union for any payment or overdraft that occurs after the termination of your membership.

**14. ACCOUNT TERMINATION** We may terminate or close your account(s) at any time by giving you notice of termination. The Credit Union reserves the right to close your account without prior notification if: (1) a forgery or fraud has been reported or committed involving your account(s); (2) the ownership of the account(s) is disputed; (3) your checks are lost or stolen; (4) you have excessive returned unpaid items which are not covered by overdraft protection; (5) you have abused or misrepresented your account(s).

**15. CHANGE OF ADDRESS** If you have a change of name or change of address, it is your responsibility to update this information by notifying the Credit Union. The Credit Union is only required to communicate with you at the most recent address you have provided to us.

**16. LIMITATION OF LIABILITY** The Credit Union assumes no responsibility beyond the exercise of ordinary care. The Credit Union's actions will constitute the exercise of ordinary care if such actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the Credit Union. The Credit Union will not be liable for items lost in transit. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable only for your losses or damages not to exceed the amount of the transaction.

**17. STATUTORY AND CONSENSUAL LIEN ON ACCOUNTS** To the extent that you owe the Credit Union money, the Credit Union has a statutory lien on any and all of the funds in any account in which you may have an ownership interest, regardless of the source of funds, unless otherwise prohibited by law. In addition, you grant the Credit Union a consensual lien on any and all of the funds in any account in which you may have an ownership interest, regardless of the source of funds. You agree that the Credit Union may use the funds from your accounts in which you have an ownership

interest to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. The Credit Union may apply those funds, without further notice to you, in any order to pay off your indebtedness. If the Credit Union elects not to enforce its lien on any and all funds in your accounts, the Credit Union does not waive its right to enforce the lien at a later time.

**18. AMENDMENTS** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in terms, rates or fees as required by law. The Credit Union reserves the right to waive any term contained in this Agreement; provided, however, that any such waiver shall not affect the Credit Union's right to enforce that term in the future.

**19. RECOVERY OF FEES AND EXPENSES** You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to comply with the terms of this Agreement. You authorize the Credit Union to deduct any such loss, cost or expense from your account without prior notice to you. In the event the Credit Union brings a legal action to enforce this Agreement or to collect any amount due under this Agreement, the Credit Union shall be entitled to payment of its reasonable attorney fees and costs, including fees and costs on any appeal, in bankruptcy proceedings, and in post-judgment collection actions.

**20. GOVERNING LAW** This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, and the laws of the State of Indiana, including applicable principles of contract law. To the extent applicable, you agree that any legal action regarding this Agreement shall be brought in Marion County, Indiana.

**21. eBRANCH INTERNET BANKING AUTHORIZATION** You wish to subscribe to the services and authorize us, and any third party acting on our behalf, to serve as your agent in processing payments to targeted merchants and/or transfers to and from targeted accounts pursuant to your payment and/or transfer instructions, and you authorize us to post such payment to your designated account(s). You understand that we may not make certain payments and/or transfers if sufficient funds are not available in your designated account. This authorization is in force until revoked by you or us in writing and is subject to the "Service Terms and Conditions" as amended from time to time. Bill payment services are only available with checking accounts.

**22. DEBIT CARD AND ATM CARD** You agree that the Debit Card/ATM Card to be issued to you is the property of the Credit Union. You agree to use it in the manner specified by the Credit Union and to surrender it immediately upon demand. You agree that the use of your Debit Card or ATM Card in an ATM to withdraw funds from your accounts of line of credit will authorize the Credit Union to withdraw that amount from your accounts or line of credit. All withdrawals shall be subject to the rules and regulations of the Credit Union relating to your accounts and line of credit. You agree that the Credit Union may change the terms of this Agreement, including the Disclosures and Conditions of Use, at any time. If the change will result in increased liability, or stricter limitations on the frequency or dollar amounts of withdrawals, the Credit Union will send you written notice of change at least 21 days before the change is effective, unless an immediate change is necessary to maintain or restore the security of the ATM system or an account. The new terms and Disclosures and Conditions of Use will then apply to your use of the Debit Card/ATM Card and to any withdrawals you make. The Credit Union may cancel your Debit Card/ATM Card at any time by giving you written notice, and you may cancel your Debit Card/ATM Card at any time by surrendering the card to the Credit Union. Cancellation of the Debit Card/ATM Card by either the Credit Union or you will not relieve you of your obligation to pay the Credit Union any amounts you may owe. The Credit Union may refuse to authorize withdrawals if any loan is delinquent.

**23. Right to Modify or Revoke Services** We will at all times exercise good faith in order to protect you and the credit union and to adhere to legal requirements. We reserve the right to restrict or limit services to any account or accountholder at any time without notice to you. We may revoke any and all services of accountholders pending an investigation or after reaching a conclusion that the accountholder or the account is involved in one or more of the following circumstances:

- i. A legal or administrative proceeding;
- ii. We receive conflicting information or instructions regarding account ownership, control, or activity;
- iii. We suspect that you may be a victim of fraud or financial exploitation (even if you have authorized the transaction);
- iv. To comply with any federal, state, or local law, rule, or regulation;
- v. Excessive overdrafts or failure to adhere to the terms of this or any other Agreement we have provided to you;
- vi. Significant financial misconduct including, but not limited to, delinquent loans or causing a loss to us; or
- vii. As a result of highly disruptive or abusive behavior.