

Fee Schedule

Unless otherwise indicated, these fees apply to all account types.

The information included in this Fee Schedule is accurate as of April 1, 2020 and may change after that date. For more information, please call (800) 621-2105.

Basic Checking

If monthly direct deposit..... No maintenance fee
 If under age 25 or 50 and older No maintenance fee
 If balances total \$10,000 or more..... No maintenance fee
 (Elements Financial savings, checking, certificate and/or Elements Financial loans)
 Maintenance fee if none of the above criteria met..... \$5/month

Student Edge

For Students age 15-24No maintenance fee

High Interest Checking

With eStatements No maintenance fee
 Without eStatements..... \$5/month

ThinkBIG Checking

With eStatements No maintenance fee
 Without eStatements..... \$5/month

Dividend Checking

If average daily balance is \$700 or more No maintenance fee
 Maintenance fee if average daily balance below \$700..... \$5/month

Health Savings Account (HSA)

If average daily balance totals \$2,500 or moreNo maintenance fee
 Maintenance fee if average daily balance below \$2,500.....\$4/month
 (Balance excludes funds in investment accounts)

Business Basic Checking

With eStatements or less than 100 transactions No maintenance fee
 Without eStatements or 100 transactions or more..... \$10/month

Business Standard Checking

With eStatements and average daily balance is \$10,000 or more ... No maintenance fee
 Without eStatements or average daily balance below \$10,000 \$25/month
 Less than 500 transactions per month..... No per item fee
 Transactions in excess of 500 per month.....\$0.25/per item

Business Plus Checking

If deposit balances total \$10,000 or more No maintenance fee
 (Elements Financial business checking and savings accounts)
 If deposit balances total less than \$10,000..... \$15/month

All Checking and Savings Accounts EXCEPT Grow Account, Student Edge, IRA Money Market Savings, Coverdell Education Money Market Savings, Health Savings and Credit Builder Savings

Inactive Relationship Fee \$5/month
 For Members 25 and older, assessed if checking and savings accounts have had no activity for at least 12 months, member has no other active deposit, loan or credit card product with Elements and deposit balances total \$1,000 or less. Collected from the first checking or savings account that has sufficient funds to satisfy the fee, starting with checking and then moving to savings until the full fee is collected.

Elements eBranch and Mobile Online Banking

Account access, transfers, payments and standard bill payNo fee
 Next Day Bill Pay for Non-Electronic Merchants\$19.95 each
 2nd Business Day Bill Pay for Non-Electronic Merchants\$14.95 each
 GiftPay Bill Pay..... \$2.99 each
 Donation Bill Pay \$1.99 each

Elements Commercial Online Banking (subject to approval):

ACH Services \$10/month
 Remote Deposit Capture with single feed scanner\$25/month
 Remote Deposit Capture with multi-check feed scanner.....\$45/month

Transactions at Elements Financial ATMs

Withdrawals/deposits/transfers/balance inquiries.....No fee

Transactions at non-Elements ATMs

Withdrawals/deposits/transfers/balance inquiries.....No fee
 Surcharge-free transactions are available to Elements cardholders at ATMs with the Alliance One, Allpoint or CO-OP network logos. Surcharges at other ATMs used by Elements cardholders will vary.

Overdraft Protection

Line of Credit Advance in exact amount of overdraft
 Fee.....\$5/advance (Interest charged on outstanding balance.)
 Link to Another Deposit Account Transfer in exact amount of overdraft
 Fee.....No charge
 Overdraft Privilege \$32/item

Check Printing

Standard 50 checks for new personal checking account (on requestNo fee
 Standard 100 checks for members 50 and older (on request)No fee
 (Contact Elements for any other non-standard check pricing)

Miscellaneous

Account History Printout..... \$5/page
 Account Reconciliation..... \$25/hour
 Account Research \$25/hour
 Cashier's Check (no minimum amounts) No fee for members. \$5 for non-members
 Check/ACH Stop Payment \$32 each
 Check Cashing for Non-Members (No fee for members)\$10 each
 Collection of Foreign Item\$15 each
 Court Hold/Levy Processing.....\$25 each
 Debit Card International transaction fee..... 1% of purchase amount
 Debit Card Rush Replacement..... \$50
 Foreign Currency Buyback (selling back to Elements 30
 Garnishment Processing.....\$25 each
 Returned Deposit Item\$10 each
 Returned Item\$32 each
 Returned Pre-Authorized Transfer\$32 each
 Roth IRA or HSA Conversion\$25 each
 Same Day Expedited Payment Fee (from non-Elements account)\$10 each
 Statement or Check/Item Copy\$5/page
 Verification of Deposit.....\$10 each
 Visa Gift Card (\$10 to \$750 value).....\$4 each
 Visa Pre-paid Debit Reload Card Purchase\$5 each
 (See Atira Reload Fee Schedule for maintenance and transaction fees)
 Visa Travel Card Purchase\$5 each
 Visa Travel Card Reload (\$50 minimum)\$1 each
 (\$2,000 maximum reload amount per day, up to \$5,000 total)
 Wire transfer (Domestic outgoing and HSA transfers)\$25 each
 Wire transfer (International outgoing).....\$45 each
 Wire transfer (Incoming)No fee

IMPORTANT CHANGE IN TERMS

The following are changes and/or clarifications to the “Account Agreement” and “Fee Schedule” that govern the terms of your accounts with Elements Financial Federal Credit Union. Please read this document carefully. *It includes an Arbitration Provision and Class Action Waiver.*

The “OVERDRAFTS: Important Information Concerning Your Account” section of the Account Agreement, Trust Account Agreement and Special Account Agreement is replaced with the following:

Overdraft Privilege is a discretionary overdraft service that may be available if you do not have Overdraft Protection. If you qualify for Overdraft Privilege, then Elements may, but is not obligated to, pay “overdrafts” up to an assigned courtesy pay limit.

An Overdraft occurs when you do not have enough money in the “Available Balance” in your checking account **at the time a transaction is presented to us for payment**. If we pay an overdraft transaction, including a check, ACH payment, debit card payment that we have previously authorized, or any other electronic payment, with Overdraft Privilege, then you will be assessed an Insufficient Funds Charge (Paid) fee (for standard Overdraft Privilege) or a Premium OD Usage fee (for extended Overdraft Privilege) as provided on our Fee Schedule. If we reject a check or ACH payment transaction when it is presented to us, then you will be assessed an Insufficient Funds Charge (Returned) fee as set forth on our Fee Schedule. You will be charged an Insufficient Funds Charge (Paid) fee, Premium OD Usage fee, or Insufficient Funds Charge (Returned) fee for checks and ACH payments each time they are presented for payment, even if they were previously rejected and you were previously charged an Insufficient Funds Charge (Returned) fee. You will not be charged any fees if a debit card payment is declined at the time you present your card to a merchant to make a payment and the merchant asks us to authorize, but we do not, authorize the payment.

If you qualify, Overdraft Privilege for check, ACH, and recurring debit card transactions is available without any action on your part; it is a no-cost benefit that comes with your account. However, you must affirmatively opt into Extended Overdraft Privilege for ATM and one-time/everyday debit card transactions. Should you opt in, you may opt out of Extended Overdraft Privilege for debit card payments and ATM withdrawals at any time.

Your checking account has two types of balances: the “Actual Balance” and the “Available Balance”. It is important to understand how the balances are calculated and how they are used to know when you may be charged Insufficient Funds Charge (Paid) fees, Premium OD Usage fees, or Insufficient Funds Charge (Returned) fees. Your Actual Balance is the full amount of all deposits in your account less transactions that have “posted” to (or have been paid from) your account. Your Available Balance is the amount of money in your account that is available for you to use without triggering an Overdraft Privilege or Overdraft Protection transfer, or incurring an Insufficient Funds Charge (Paid) fee, Premium OD Usage fee or Insufficient Funds Charge (Returned) fee. The Available Balance is the Actual Balance less holds placed on deposits and pending transactions that have been authorized but have not yet been presented to us for payment (such as pending debit card purchases that have been authorized at the point of sale, but have not been sent to us for payment by the merchant). We use your Available Balance to determine whether to authorize payments and whether to assess Insufficient Funds Charge (Paid) fees, Premium OD Usage fees or Insufficient Funds Charge (Returned) fees when transactions are posted to (paid from) your account. The following is an example of how this works:

Assume you have \$100 in your Actual Balance and your Available Balance and you have **opted in** to Extended Overdraft Privilege for debit card transactions. Further assume you use your debit card to buy a shirt for \$70, in which case the merchant will typically ask us to authorize the payment. If we do, then we will reduce your Available Balance to \$30 because we are now required to pay the \$70 for the shirt when the transaction is presented to us (usually a few days later) through the merchant’s card network. Before the merchant presents the shirt payment to us for payment, a check you have

written for \$50 is presented for payment. Because you only have \$30 in your Available Balance, we may reject the check (in which case you will not be charged a fee) or we may pay it with Standard Overdraft Privilege (in which case you will also not be charged a fee). The \$50 check payment is an overdraft because when the check was presented, your Available Balance was insufficient at \$30 even though your Actual Balance was still \$100. If the check you wrote is paid through Overdraft Privilege, your Available Balance is -\$20 (negative \$20) and your Actual Balance is \$50, when the shirt payment is presented to us through the merchant's card network. We are required to pay the shirt payment and you will be charged a Premium OD Usage fee, even though you had enough Available Balance at the time the payment was authorized.

To help you manage your account and avoid Insufficient Funds Charge (Paid) fees, Premium OD Usage fees and Insufficient Funds Charge (Returned) fees, you can determine your Available Balance at ATMs, online, on our mobile banking application, or by calling us anytime. We also provide you with a summary of Insufficient Funds Charge (Paid) fees, Premium OD Usage fees (collectively shown as Overdraft Fees) and Insufficient Funds Charge (Returned) fees (shown as Returned Item Fees) on your monthly account statements for the current period and year-to-date.

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.

You authorize us to use the money from any future deposits to your account or any other account you are an account holder 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.

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 Insufficient Funds Charge (Paid) fee or Premium OD Usage fee is charged for each item presented; however, it prevents the payee from knowing your account has an insufficient balance. 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 the continued availability of Overdraft Privilege or the amount of the assigned Overdraft Privilege limit. 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. 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 INSUFFICIENT FUNDS CHARGE (PAID) FEE OR PREMIUM OD USAGE FEE FOR EACH TRANSACTION PAID WITH OVERDRAFT PRIVILEGE.

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 one deposit account and a line of credit, we will first transfer funds from the linked deposit account, and then from the line of credit. If two or more deposit accounts and a line of credit are linked, we will transfer funds from the linked deposit accounts in the order you specified when you linked the accounts before transferring 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

The following sections are added to the end of the Account Agreement, Trust Account Agreement and Special Account Agreement:

Limitation on Time to Sue - An action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

Arbitration and Waiver of Class Action – You and the credit union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or to the products or services we have provided, will provide or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the “Claims”). If we cannot informally settle a dispute, then you agree that any and all Claims that are threatened, made, filed or initiated, shall, at the election of either of you or us, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes (“Rules”), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any credit union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, OR AN EQUIVALENT COURT OF LIMITED JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT OR SUCH EQUIVALENT COURT OF LIMITED JURISDICTION). This Arbitration and Waiver of Class Action provision (“Arbitration Agreement”) shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to Claims that are initiated in or transferred to small claims court or an equivalent court of limited jurisdiction.

1. Selection of Arbitrator. The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

2. Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator’s award can be entered as a judgment in the court and it cannot be appealed. We shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys’ fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys’ fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for emergency

provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the Arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

3. Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

4. Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

The following fee information on the Fee Schedule is changed as indicated:

The Overdraft Privilege fee \$32/item is being redefined as the Premium OD Usage fee \$32/presentation*. It is assessed each time Extended Overdraft Privilege is used.

An Insufficient Funds Charge (Paid) fee \$32/presentation* is being added. It is assessed each time Standard Overdraft Privilege is used.

The Returned Item fee \$32 each is being redefined as the Insufficient Funds Charge (Returned) fee \$32/presentation*.

The Returned Pre-Authorized Transfer fee is being deleted.

A footnote applying to each of these fees is added as follows: *A Premium OD Usage fee, Insufficient Funds Charge (Paid) fee or Insufficient Funds Charge (Returned) fee will **not** be charged on items of \$5.00 or less. You will be charged a Premium OD Usage fee, Insufficient Funds Charge (Paid) fee or Insufficient Funds Charge (Returned) fee each time a transaction is submitted for payment, even if it was previously submitted and rejected.