



6101 Fern Valley Rd  
 Louisville, KY 40228  
 (502) 968-3681 or (800) 626-2870  
 www.parkcommunity.com

Your life. Your money. Your way.

## TRUTH-IN-SAVINGS DISCLOSURE BUSINESS/ORGANIZATION SAVINGS AND CHECKING ACCOUNTS

Effective Date: December 5, 2011

RATE SCHEDULE										
SAVINGS ACCOUNTS	DIVIDENDS					BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate	Annual Percentage Yield (APY)	Dividends Compounded	Dividend Credited	Earning Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method	
Business Organization	0.160%	<b>0.16%</b>	Monthly	Monthly	Daily	\$5.00	None	\$200.00	Daily	Account withdrawal limits apply.
Organization	0.160%	<b>0.16%</b>	Monthly	Monthly	Daily	\$5.00	None	\$200.00	Daily	
CHECKING ACCOUNTS	Transactions per month		Over Transaction Limit		Minimum Opening Deposit	Monthly Maintenance Fee	Minimum Balance to Avoid a Service Fee	Balance Method		
Small Business	250		\$0.18 per item*		\$100.00	None	None	Daily		*waived for first 6 months
Basic Business	450		\$0.18 per item*		\$100.00	\$10.00	\$1,000.00	Daily		*waived for first 6 months
Community	Unlimited		None		None	None	None	Daily		

### RATE INFORMATION

The Dividend Rate and Annual Percentage Yield for each account are set forth above. The dividend date and APY for all accounts may change monthly as determined by the Board of Directors.

### COMPOUNDING AND CREDITING

Dividends are compounded and credited as set forth above. The dividend period is monthly for all accounts. Dividends are posted following the close of business on the last day of the dividend period. If you close your account before dividends are credited, the accrued dividends will be paid at the time of closure.

### MINIMUM BALANCE REQUIREMENTS

The minimum balance required to open each account is set forth above. To earn the annual percentage yield disclosed above, you must maintain the minimum daily balance in your account for the entire dividend period. You will not earn dividends if your daily balance falls below said minimum during the dividend period.

### BALANCE COMPUTATION METHOD

Dividends are calculated using the method indicated above.

### ACCRUAL OF DIVIDENDS ON NON-CASH DEPOSITS

Dividends begin to accrue on the business day you deposit non-cash items into your account, regardless of the availability of the funds.

### ACCOUNT LIMITATIONS

The limitations for each account type are set forth above. No more than six (6) transfers or withdrawals per month are permitted from a savings or money market account to any other account owned by

the same member at the Credit Union, or to a third party by means of pre-authorized or automatic transfer or telephonic agreement. Any transfers or withdrawals made by check, debit card, ACH, DIAL, Home Banking or similar order and payable to a third party are included in this limitation. In-person withdrawals, requests for checks mailed and payable to you, or transfers for the purpose of repaying loans are excluded from the withdrawal limits. If you exceed these limitations, your account may be subject to a fee or be closed.

### NATURE OF DIVIDENDS

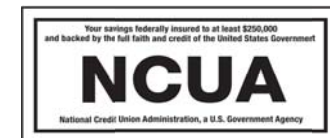
Dividends are paid from current income and available earnings of the Credit Union, after required transfers to reserves at the end of a dividend period. Dividends are not guaranteed.

### OTHER TERMS AND CONDITIONS

All accounts are subject to our right to require 60 days' advance notice to withdrawal funds. Accounts are subject to such other terms, conditions and service charges as the Credit Union may establish from time to time. All accounts are restricted from using the Shared Branch network and BillPay service.

The Credit Union will not process transactions that violate the laws of the United States.

OFFICES & PHONE NUMBERS	
Main Office (502)968-3681 (800)626-2870	
Market St. Branch (502)585-5596	Goldsmith Branch (502)810-1280
Blankenbaker Branch (502)297-9919	Dixie Branch (502)995-3544
Hillview Branch (502)957-7600	Highlands Branch (502)400-8639
Shepherdsville Branch (502)543-1066	Richmond Branch (859)623-0838
Berea Branch (859)986-0664	Lexington Branch (859)255-6881
Kroger Branch (812)206-3563	Veterans Pkwy Branch (812)206-7190
Decatur Branch (256)353-3616	



## FEE SCHEDULE

Savings	
<b>Closed Account Fee</b> Account closed within 6 months of opening.	\$10
<b>Dormant Account Fee</b> Business Savings only, inactive account relationship for 12 months and minimum daily balance below \$200.	\$5 / mo

Checking	
<b>Basic Business Checking Monthly Maintenance Fee</b> Minimum daily balance of less than \$1,000.	\$10 / mo
<b>Check Copy Fee</b>	\$5
<b>Continuous Overdraft Fee</b> After 5 days.	\$5 / day
<b>Deposit Correction Fee</b>	\$5
<b>Check Copy Fee</b>	\$5
<b>Excessive Overdraft Transfer Fee</b> Charged when money is transferred from savings to checking to cover an overdraft. First two days used each month is free.	\$4 / day
<b>NSF Stop Payment Fee</b> Item amount exceeds current available balance.	\$29
<b>NSF Items</b> Includes returned checks, pre-authorized debits/ACH originations and ATM/Debit Card overdrafts.	\$29 each
<b>Stop Payment Fee</b> Funds must be available in account to cover item.	\$15
<b>Check Printing</b>	Prices vary by style

Miscellaneous Fees & Charges		
<b>Cashiers Check Fee</b>	Member Non Member	\$5 \$9
<b>Coin Counting Fee*</b> Sorted/Unsorted		\$3
<b>Currency Straps/Coin Wrappers</b>		\$2.75 / box
<b>Lost Safe Deposit Box Key Drilling Fee</b>		\$125
<b>Money Order Fee</b>		\$2.50 ea
<b>Night Drop Bag and Keys</b>		\$25 ea
<b>Night Drop Processing Fee*</b>		\$1.50
<b>Over-the-Counter Cash*</b>		\$1 / \$1000
<b>Over-the-Counter Coin*</b>		\$.10 / roll
<b>Quick Cash</b> (Formerly Western Union)		Service fee based on amount wired
<b>Research/Reconciliation Fee</b> By appointment only		\$15 / hour
<b>Returned Foreign Deposit Fee</b> Items drawn outside the United States		\$25
<b>Foreign Deposit Fee</b> Deposits form outside the United States		\$12 / item
<b>Returned Deposit Fee</b>		\$5
<b>Returned Mail</b>		\$10
<b>Statement Copy Fee</b>		\$5
<b>Wire Transfer</b>	Incoming Outgoing Domestic Outgoing International	\$5 \$15 \$35

\*Waived for first 6 months

Bill Pay	
<b>Stop Payment Fee</b>	\$26
<b>Check Copy Fee</b>	\$4

ATM/Debit Card Fees & Charges	
<b>ATM/Debit Card Replacement Fee</b>	\$5
<b>ATM/Debit Card Usage Fee-First 7 per month are free</b> Includes transactions at any ATM not owned by Park Community FCU – does not include foreign ATM surcharge.	\$1 / each
<b>Card Transaction Dispute Fee</b> Member-authorized debit card transaction only	\$15
<b>International Transaction Fee</b>	Fee based on transaction amount

### Unlawful Internet Gambling Enforcement Act

Unlawful internet gambling transactions are prohibited under the Unlawful Internet Gambling Enforcement Act (UIGEA) and will not be processed through your account.

Under the UIGEA, the term “unlawful internet gambling” means “to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable federal or state law in the state or tribal lands in which the bet or wager is initiated, received or otherwise made.”

### NOTICE OF PRIVACY PRACTICES FOR PARK COMMUNITY FEDERAL CREDIT UNION MEMBERS

We are committed to providing financial products and services to meet your needs and reach your financial goals. We are equally committed to protecting our members’ privacy. You can be confident that your financial privacy is a top priority. To assure the continued privacy and confidentiality of your personal financial information, the Credit Union observes these practices and procedures:

**Information We Collect:** We collect non-public information about you from some or all of the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, date of birth, assets and income.
- Information about your transactions with us, our affiliates, or others such as your account balance, payment history, parties to transactions and credit card usage.
- Information we receive from a consumer-reporting agency, such as your creditworthiness and credit history.
- Information we obtain when verifying the information you provide on an application or other forms.

**Information We Disclose:** We may disclose all of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. We may also disclose information about you under other circumstances as permitted by law. To protect our members’ privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell, rent or share our member information to other third parties not involved in our marketing activities.

**Our Security Measures:** We restrict access to non-public information about you to those employees who need to know that information in order to provide products or services to you. In compliance with federal credit union regulations, we maintain physical, electronic and procedural safeguards to protect your non-public personal information. Due to our strict use and protection of

your non-public personal information, there is no opt-out form required to secure your privacy more than we already have.

Credit union members and the public may receive copies of this notice of privacy practices by contacting us. This notice meets the notification requirements of the NCUA’s regulations on privacy of consumer information, Part 716.

### BUSINESS/ORGANIZATION SAVINGS ACCOUNTS

1. Whenever a business/organization savings account is closed within six months of opening, a closed account fee will be charged prior to closure.
2. A business/organization savings account will be determined to be dormant if it is the only account listed under that member number, there have been no member initiated activities for a period of twelve (12) months, and the balance is less than \$200.
3. We reserve the right to close your business/organization savings account for just cause.
4. Deposits placed in a savings account can be held for an unlimited number of days. Savings accounts are not subject to Funds Availability Policy or Regulation CC.

### BUSINESS/ORGANIZATION CHECKING ACCOUNTS

1. Withdrawals from checking accounts may only be made by means of methods approved by Park Community Federal Credit Union.
2. We are under no obligation to pay a check that exceeds the fully paid and collected balance in a checking account. We may, however, pay such check and transfer shares to the account in the amount of the resulting overdraft, plus a service charge, from any other regular share account from which any of the owners are then eligible to withdraw funds.
3. We may pay a check whenever it is presented for payment, not withstanding the date for any limitation on the time of payment appearing on the check.
4. When paid, checks become the property of the Credit Union and will not be returned, either with the periodic account statement or otherwise.
5. Except for negligence, we are not liable for any action we take regarding the payment or nonpayment of a check.
6. Any objection respecting any item shown on a periodic statement of the checking account is waived unless made in writing to the Credit Union before the end of 60 days from the statement mail date.
7. All checking accounts are subject to approval by the Credit Union.
8. We reserve the right to close a checking account for just cause.
9. Checking accounts that fail to meet the requirements indicated in the Fee Schedule will be charged a monthly maintenance fee.
10. A transaction is any item that is debited or credited to the account. Deposits may include several items. Cash may be counted as one item. Each check that is deposited will be treated as an individual item for counting purposes.

### YOUR ABILITY TO WITHDRAW FUNDS ON YOUR CHECKING ACCOUNT

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day of your deposit. Electronic direct deposits will be available on the effective date of the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be your day of deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day that we are open.

### Longer Delay May Apply

In some cases, we will not make the funds that you deposit by check available to you the first business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit however, may be available on the first business day.

If all of the funds from your deposit will not be made available on the first business day after we receive a deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the day after we receive your deposit.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposited checks totaling more than \$5,000 per day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as a failure of communication or computer 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 seventh business day after the day of your deposit.

#### **SPECIAL RULES FOR NEW BUSINESS/ORGANIZATION CHECKING 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 effective date of the deposit
- Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, traveler's and federal, state and local government checks will be available on the first 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 \$5,000 will be available on the ninth 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 \$5,000 will not be available until the second business day after the day of deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

#### **Deposits at Nonproprietary ATMs**

Funds from any deposit (cash or check) made at an automated teller machine (ATM) which is not owned or operated by us will not be available until the fifth business day after the day of your deposit. This rule does not apply to ATMs that we own or operate. All ATMs that we own or operate are identified as such.

#### **Foreign Checks**

Check drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed in the same manner as those drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits for foreign checks will be delayed for the time it takes us to collect the funds from the financial institution on which they are drawn.

#### **OVERDRAFT POLICY**

It is the policy of our financial institution to comply with applicable laws and regulations, and to conduct business in a SAFE and SOUND manner.

Insufficient balances may result from:

- a) share draft payments, electronic funds transfer, or other withdrawal requests;
- b) payments authorized by account holder;
- c) unpaid return of items deposited by the account holder;
- d) imposition of financial institution service charges;
- e) deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet available; or
- f) overdrafts of ATM's or point-of-sale terminals.

We may refuse to pay an overdraft at any time, even though we may have previously paid overdrafts on the same account. You will be notified by mail of any non-sufficient funds items paid or returned on your account. However, we have no obligation to notify you before we pay or return an item. The amount of any overdraft, including non-sufficient funds is due and payable upon demand.

**Account Fees:** Whether we pay or return a non-sufficient funds item, a per-item fee will be charged for each check that attempts to clear your account as set forth in our Fee Schedule.

#### **ESTATEMENT**

EStatement is a method of receiving your monthly/quarterly account statement via electronic means. An email notification will be sent, to the email address that you provide to us, when your statement is available and you will be able to retrieve your statement once you access your Online Banking account. You will have access up to your three most recent statements. Along with your statement you will also receive promotional information and our quarterly newsletter electronically. To view your statement or any of these items electronically, you will need:

- A PC with Internet access
- An email address
- A hard or floppy disk (if you choose to download your statement for permanent storage)
- An attached printer (if you wish to print your statement for future paper viewing)
- Adobe Acrobat Reader (which can be downloaded free of charge by using the link located within Online Banking).

All new accounts will be set up to receive estate statements. To complete the registration process:

1. Login to your Online Banking account
2. Select "eStatement" (located under the "Account Access" tab)
3. Click "Enroll me now!"
4. Verify we have your correct email address
5. Click "I Accept!"

Once you receive your email notification that your statement is available for view, you may access it by following the steps below:

1. Log into Online Banking
2. Click on "eStatement"
3. Click on "Get my eStatement"

You may choose to receive your statements via mail/paper form. In order to change your statement election you may either contact us by telephone or in person, or electronically by using the following steps:

1. Log into Online Banking
2. Click on "eStatement"
3. Click on "Switch" under the "Paper Statement" option

The Credit Union must obtain a valid email address in order for the eStatements to be sent correctly. Please notify if there is any change to your email address. You may update your email address either in person or electronically by using the following steps:

1. Log into Online Banking
2. Click on "eStatement"
3. Type in your updated email address under "Update E-Mail Address" option and click "Update"

If you wish to obtain paper copies of your statement past the four cycles available to you electronically, you may do so by contacting us. A fee will be assessed for these statements, as stated in our Fee Schedule.

#### **OTHER**

**Legal Process:** You agree that we may debit your account for charges and costs in connection with the production of statements, items or other documents in connection with subpoenas, court orders, levies, garnishments or other instruments of legal process, including attorney's fees, to the extent not otherwise prohibited by law.

**Contractual Lien:** In addition to any lien we have as a matter of law, you grant us a contractual lien on any and all funds deposited or maintained in any account in which you have an interest, to the extent of any loans made to you and any other obligation of yours which you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under the Federal Truth-in-Lending Act. You agree that, if any such account is a joint account, the entire amount in such account shall be subject to our lien and shall secure the indebtedness of each joint owner owing to us. You agree that we may exercise our lien and apply the entire amount in any such account against the indebtedness of any joint owner owing to us, notwithstanding the interest of any other joint owner in the account, and without notice. You agree to hold us harmless for expenses and costs, including attorney's fees, which we may incur in enforcing our right to exercise our lien against the indebtedness of any one or more joint owners, and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset which may exist results in there being insufficient funds in the account to honor such items. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness which you may owe to us whether as a borrower, co-maker, guarantor or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien shall not be construed so as to permit the modification of any claims we may have under 11 U.S.C. §1322(b) (2), and to the extent that this lien is so construed, it shall be void.

**Attorney's Fees:** In addition to any other rights we may have at law or under this agreement to recover fees and costs in connection with this agreement to recover fees and costs in connection with this agreement or any account, in the event that we file suit to enforce this agreement or any right we may have in any account, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with any such legal proceeding.