

## Thank you for being a member. We look forward to serving you!

Thank you for being a member of our Credit Union. Our Credit Union is a full-service financial institution owned by all its members, including you. Since we are member-owned, we work exclusively to provide our members with excellent service, accounts, loans and other valuable financial products. We look forward to helping you with our products and services to achieve all your financial goals!

To assist you with our products and services, we have acquired your information and consent using our Membership Application. We also provided you with this Consumer Member Service Agreement (CMSA), which for your convenience, is a searchable PDF. Along with the application and *our records*, it creates the complete Consumer Member Service Agreement (CMSA) with us. The CMSA provides you with comprehensive information about the advantages and responsibilities of, and disclosures for the products and services you have with us. It also assists us in serving the best interests of our members. Should you have questions about any matter addressed in this CMSA, please contact us during business hours at the number or address above and we will be happy to assist you. We look forward to serving you!

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**Questions? Please contact us anytime we're open for business.**

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**Questions? Please contact us anytime we're open for business.**

## 1. This is an Agreement between You and Us

### a. Purpose of the Consumer Member Service Agreement (CMSA)

This Consumer Member Service Agreement (CMSA) provides you with comprehensive information about the privileges and accountabilities of our products and services. It also assists us in serving the best interests of the members of our Credit Union. Please read and keep a copy of this CMSA *document*, and all contracts you have with us, for future reference.

### b. Agreement to Membership, Products and Services

You understand that the Membership Application and this Consumer Member Service Agreement create a legally binding Consumer Member Service Agreement (“CMSA”) that governs your accounts and services with Baxter Credit Union (“Credit Union”, “we”, “us”). This Consumer Member Service Agreement explains the specific terms, disclosures, responsibilities and liabilities of membership, account ownership and related services for your accounts with us. By applying for membership, opening or using an account, initiating or using a service, signing or otherwise validating the Membership Application form, or accepting or accessing your periodic statement, you are agreeing to the terms, responsibilities and accompanying liabilities of this Agreement, which also includes our Funds Availability disclosures, Electronic Fund Transfer disclosures, Product Feature, Truth-In-Savings and Service Charge and Fee disclosures and Privacy Notice. You promise that all the information you provided to us in the Membership Application is complete and true, and that your Membership Application has been completed according to your instructions, as confirmed by your signature on or validation of the Membership Application, through your use of an account or a service, or your receipt or electronic availability of your periodic statement. You understand that we may rely exclusively on the terms of the Membership Application and this Consumer Member Service Agreement, and further agree that we have no obligation to rely on any other documents. The essential purpose of this Agreement is to fairly apportion the advantages, responsibilities and liabilities of membership, account ownership and services used by each member between that member and the Credit Union. This enables us to provide the best products and services possible, in the most cost effective manner, for the benefit of all members.

### c. Questions? Contact Us at Your Earliest Convenience

You may visit our branch or contact us at 800-388-7000 during business hours for assistance with questions or concerns about the accounts, loans, products or services you have with us. It is important you read and follow the *terms* of the CMSA so 1) we can meet your product and service needs, 2) you fully benefit from the advantages of membership with us, and 3) you fulfill all your responsibilities and avoid fees, costs, losses or liability. The CMSA is written in English. It is your responsibility to get help from someone you choose if you have any difficulties in reading or understanding the CMSA. Also, if you attempt to initiate an *action* or *transaction* on a product or service by communicating with us in a language other than in English, we have no obligation to permit or conduct the *action* or *transaction* unless we choose to communicate about the *action* or *transaction* with you in that language. If you need help with any matter addressed in the CMSA, or any contract, product or service, please contact us during business hours and we will be happy to assist you. You may visit our branch, contact us online at [www.bcu.org](http://www.bcu.org), or call us at 800-388-7000.

### d. Important Definitions for the CMSA

A number of important words and phrases used throughout the CMSA are defined in this Provision. These definitions are provided below. To assure you are aware of specific important definitions, several key and frequently used words and phrases that follow are *italicized* throughout this CMSA. They include *action*, *by any method we allow*, *computer system*, *document*, *electronically manage*, *manage*, *our records*, *terms* and *transaction*. Please contact us during business hours with any questions you may have about the definitions of the CMSA.

**You and Us.** The words “you” and “your” mean 1) a member, owner or person who requests to *take action* or *conduct a transaction* on membership, accounts, loans, products or services with us, and 2) any person or organization that requests us to act on any matter concerning the business of the Credit Union. The words “we,” “our,” and “us” mean the Credit Union and our associates.

**Account.** The word “account” means one of three (3) types of savings products that you may start and use to hold your funds in with us: a savings (share) account, a checking (share draft) account or a term account (which is commonly referred to as a certificate or share certificate account).

**Accessible.** We use the words “accessible,” “access” and “accessibility” to reference 1) how we may provide and you may review and obtain paper or *electronically-managed documents* and the information that pertains to products and services with us, and 2) how you may start and use a product or service *as we allow*.

**Action.** The word “*action*” and the phrases “*action on*,” “*take action*” and “*take action on*” mean to start, confirm, maintain, review, change, add or terminate membership, accounts, loans, products or services with us *by any method we allow*.

**AIF.** Is an abbreviation for an attorney-in-fact of a power of attorney.

**Associate.** The word “associate” and the phrases “associated person” and “associated organization” mean any person or organization employed or approved by us to assist us in any way with the business of the Credit Union.

**Attorney-in-Fact Owner.** The phrase “attorney-in-fact owner” means an attorney-in-fact for a power of attorney who is named as an “attorney-in-fact owner” on a service form or *as we allow*. For further information, please see Provision 4.f.

**By Any Method We Allow.** The phrases “*by any method we allow*,” “*as we allow*” and “*we allow*” mean the ways you may start, consent to, access, *take actions*, *conduct transactions* on or use membership, accounts, loans, products and services with us in person, by phone, mail, ATM or online as we offer. For further information, please see Provision 2.g.

**Computer System.** The phrase “*computer system*” means, but is not limited to, all hardware, software and technology we use to *electronically manage* any aspect of the Credit Union’s business including your *actions* and *transactions* on membership, accounts, loans, products, services, information and *documents*. Our *computer system* is part of *our records*. For further information, please see Provision 2.d.

**Conduct.** The words “conduct,” “conducts” and “conducting” mean your consent and 1) performance of a *transaction* to deposit or withdraw funds from, 2) access to information about, or 3) use of, a product or service *by any method we allow*. For further information, please see Provisions 2.g. and 5.

**Costs.** The words “cost” and “costs” mean all expenses, employee time, fees, charges, reimbursements, penalties, attorney or other professional fees, collection costs, losses, liabilities, physical damages, travel and related expenditures or litigation we incur addressing any matter involving you or the products and services you have with us.

**Document.** The words “*document*” or “*documents*” mean, but are not limited to, anything on paper or any *electronically-managed* copy, image, text, information, data, record and file we create or use to *manage* any aspect of the Credit Union’s business including your *actions* and *transactions* on our products and services. An example of a typical *document* is a contract you authorize to start a product or service with us. Our *documents* are retained *in our records*. For further information, please see Provision 2.c.

**Documentation.** The word “documentation” means anything on paper or any *electronically-managed* copy, image, text, information, data, record and file that you offer to us (or we request) to perform due diligence or verify your authority to allow you to *take action* or *conduct a transaction* on a product or service. For further information, please see Provision 2.d.1).

**EIN.** Is an abbreviation for Employer Identification Number.

**Electronically Manage.** The phrases “*electronically manage*,” “*electronically-managed*,” “*electronic management*” and the words “*electronically*” and “*electronic*” mean the use of our *computer system* and technology to create, start, enter, obtain consent to copy, image, retain, provide, operate, conduct, execute, facilitate, secure, administer, maintain, support, service, assist with, change, add, update, collect on, terminate and protect any aspect of the Credit Union’s business. This definition includes the *electronic management* of all your information, *documents, actions* and *transactions* on our products and services. For further information, please see Provision 2.d.1).

**Fiduciary.** The word “fiduciary” refers to a relationship where a person or organization has a responsibility to act for the benefit of another person, organization or purpose. For further information, please see Provisions 4.c. through h.

**Fiduciary-Owner.** The phrase “fiduciary-owner” means but is not limited to a person who is named as a fiduciary-owner on a service form or *as we allow*. For further information, please see Provisions 4.c. through h.

**ID.** Means current government issued photo identification.

**Item.** The word “item” means a promise or order to pay money in any form or medium we recognize.

**Maintain.** The words “maintain,” “maintaining” and “maintenance” mean your and our activities to keep the accounts, loans, products, services, *actions, transactions*, information and *documents* you have with us active, operational and current. For further information, please see Provision 11.

**Manage.** The words “*manage*,” “*management*” and “*managing*” mean all our actions to create, start, enter, obtain consent to, copy, image, retain, organize, provide, operate, conduct, execute, facilitate, secure, administer, maintain, support, service, assist with, change, add, update, collect on, terminate and protect any aspect of the Credit Union’s business. The definition of “*manage*” includes the *management* of all your information, *documents, actions* and *transactions* on our products and services.

**Member.** The word “member” means a person who has met the requirements of membership and has joined our Credit Union.

**Organization.** The word “organization” means a business, association or other private or government entity whether formally organized and/or recognized under the law or not.

**Our Check.** The phrase “our check” means our cashier’s or teller’s check that we write (issue) to people, organizations or you. For further information, please see Provisions 5.a., 6.e.,g.,n. and 25.

**Our Records.** The phrases “*our records*,” “on file,” “in our files” and the word “files” mean all *documents* and information we create, retain and use to *manage* any aspect of the Credit Union’s business, including your information, *documents, actions* and *transactions* on our products and services. *Our records* are primarily contained in and comprised of our physical paper files and *computer system*. For further information, please see Provision 2.

**Owner.** The word “owner” means a person who may *take actions, conduct transactions* and use our accounts, products and services. An owner typically owns the funds in an account. For further information, please see Provisions 2., 3., 4., 11., 18. and 26.

**Ownership and Survivorship Feature Information.** The phrase “ownership and survivorship feature information” means the number and identity of owners on an account, and whether the funds in the account will ultimately go to a surviving owner, an owner’s estate or a designated beneficiary(s)/POD payee(s), according to *our records*. For further information, please see Provisions 4., 14. and 28.

**Reported SSN or EIN Name.** The phrase “Reported SSN or EIN name” means the name that matches the SSN or EIN that dividends/interest are/is reported under on a service form or *as we allow*. For further information, please see Provisions 4.c. through h.

**Technology.** The word “technology” means any hardware, software, equipment, instrumentation, system and/or solution (such as our

*computer system*) that enables us to maintain and *manage* any aspect of the Credit Union’s business, including your information, *documents, actions* and *transactions* on our products and services.

**Transaction.** The word “*transaction*” and the phrases “*transaction on*,” “*conduct a transaction*,” “*conduct a transaction on*” and “*conduct transactions on*” mean 1) any act, instruction, order or request to increase or decrease the balance of, or impose a lien or security interest on, the funds in an account, and 2) any request for or use of a product, service or information *by any method we allow*. The word “*transaction*” may apply to a “loan” or obligation addressed in the CMSA and other contract as applicable. The word “*transaction*” does not include any *action* to change, add or terminate an account, product or service. For further information, please see Provisions 2.g. and 5.

**Your Check.** The phrase “your check” generally means a check you write to a payee drawn on an account with us. It also means a check drawn on another institution payable to you that you wish to deposit in an account with us or negotiate to us. For further information, please see Provisions 6., 7. and 16.

**Your Information.** The phrases “your information,” “related information,” “the information,” “any information” and “all information” mean the information you provide to us that we use to *manage* any aspect of your *actions* and *transactions* on our products and services along with *documents* that we retain in *our records*. The definition “your information” includes all data, ID, pictures, photographs, images, film, recordings, voice recordings, fingerprints and other biometrics you share and we retain in *our records*. The definition does not include information that you do not communicate or deliver to us, but we obtain elsewhere. For further information, please see Provisions 2.b. and 13.

**Your Number.** The phrase “your number” means any number that we create and assign to an account, loan, product, service, membership or you, to *manage* any aspect of your information, *documents, actions* and *transactions* on our products and services. For further information, please see Provision 2.e.

#### **e. Right to Rely on the CMSA**

When you join our Credit Union, attempt to *take action* or *conduct a transaction*, or ask us to act on any matter concerning the business of the Credit Union, you consent to the *terms* of the CMSA. You acknowledge we offered you a paper copy of the CMSA in person, and e-mailed it to your address (if provided) in *our records*. If we assisted you by phone, mail or through the internet, your consent acknowledges the CMSA was accessible to you, and that we offered to mail you a paper copy of the CMSA (please see Provision 3.g.).

You agree we may *electronically manage* your information, *documents*, and all accounts, loans, products or services you have with us. You understand and agree that once we have *electronically-managed* any paper *document* along with your information, we may also destroy the paper *document* and the information, unless otherwise required by law. You agree that along with all paper *documents* and any information, all *electronically-managed documents* and your information in *our records* are binding on you and us. You may request to review and obtain a paper or *electronic* copy of a *document* or the information in *our records*, anytime we are open for business or as we offer. You agree we may rely exclusively on the CMSA, other contracts as applicable and *our records* (and any changes and additions we make to these contracts from time to time) to start, maintain and *manage* your *actions* and *transactions* on all the accounts, loans, products and services you have with us. Further, you understand that any changes and additions you make to the accounts, loans, products or services you have with us will also be governed by the CMSA, other contracts as applicable, *our records* and any changes and additions we make to them from time to time.

**1) Your Actions and Transactions Entered in Our Records.** On your request and for your convenience, we may agree to assist you

with any product, service, *action* and *transaction* by phone, mail, in person or online. To accomplish your request, we may enter the information in a *document* or our *computer system* without having you sign a paper *document* as we allow. This means your consent and membership, accounts, loans, products, services, *actions* and *transactions* will be *managed* with the assistance of our employees or the use of our *computer system* by any method we allow. You understand and agree that if we honor your request to assist you with any *action* or *transaction* by phone, mail, in person or online without a signed *document*, we will maintain and *manage* the requested membership, accounts, loans, products, services, *actions* and *transactions* as reflected in our *records*.

You also agree the *action* or *transaction* is governed by the CMSA and any other contracts as applicable. For an account and its related services, this means you agree that the ownership and survivorship features of the account are governed by the ownership and survivorship features of the primary savings account (please see Provision 4.). Should you have second thoughts and prefer we *manage* your request on paper or other method we allow, please let us know at your earliest opportunity. In that case, we will be happy to provide you with a *document* for your signature or authorization, or find an alternative method for you to *take actions* or *conduct transactions* on accounts, loans, products or services with us. Finally, you understand that you may request to review, confirm, obtain, change, add or terminate any product, service, *action* or *transaction*, anytime we are open for business or by any method we allow.

**2) Products and Services addressed by the CMSA.** In addition to our products and services addressed in the CMSA, we may offer products and services not mentioned in the CMSA, but that are covered by its *terms* and any other contract as applicable. If a contract for another product or service does not address a matter covered by the CMSA, the *terms* of the CMSA may apply to the matter. For example, if a contract for a product or service does not address whether that contract can be imaged (which is one method we may *electronically manage a document*), then we may *electronically manage* (image) and rely on that contract for the product or service as addressed in the *terms* of the CMSA (please see Provisions 1.d. and e.). To provide members with excellent service and plan for future products and services, the CMSA may address products and services currently not offered, which may be offered at a future date. Should you have any questions about the applicability of the CMSA to a product or service, please contact us anytime we are open for business.

#### **f. Obligation for Expenses on Matters Involving You**

To protect the Credit Union's interests, we may seek legal or other professional advice to address any matter concerning you or the products and services you have with us. We may seek such advice to assist you with products and services (e.g., review of any documentation you present, such as trusts, powers of attorney, etc.). We may also seek advice in connection with a person's, organization's or your claims or disputes regarding you or your information, funds, *actions* and *transactions* on products and services (e.g., subpoenas, summons, levies, garnishments, claims, court orders, etc.). If we obtain legal or other professional advice to address any matter concerning you or the products and services you have with us, you agree to pay all costs, including reasonable attorney fees, incurred for that assistance. You further agree we may deduct all costs for the assistance from the account(s) you have with us, and that you will be obligated for any additional amount owed. You understand and agree that since these costs are incurred because of you or the products and services you have with us, fairness dictates that you are responsible for these costs, rather than imposing the costs on the members of the Credit Union.

## **2. Product and Service Management Issues**

### **a. Consent to Membership, Products, Services and Contracts**

You may consent to membership, a contract, an account, loan, product, service, *action* or *transaction* by any method we allow.

You may also consent to another person *taking actions* or *conducting transactions* on the products and services you have with us as addressed in the CMSA. Your consent may be demonstrated by but is not limited to: 1) a signature, thumbprint, fingerprint, stamp, mark, facsimile signature or e-mail, 2) verbal confirmation in person, by phone, voice command, recorded message or conversation, 3) signing or using a signature pad, tablet, computer, device or mobile device, 4) using a debit card, credit card, code, password, PIN, ATM, kiosk or shared branch, 5) a notation by our employee in our *records* as we allow, 6) entering the information in our *records* as we offer, 7) the receipt or accessibility of a statement, 8) *electronic* and/or digital signature or agreeing to an online service we offer, and 9) the maintenance or use of, or allowing another person to use, a product or service. Please see the definition of "consent" in Provision 1.d.

### **b. Information Management for Products and Services**

The information you communicate or deliver to us is crucial in providing you with excellent service and maintaining and *managing* all products and services. We may use your information to *manage* your *actions* and *transactions* on our products and services that you have with us.

### **c. Document Management for Products and Services**

We use our *documents* to *manage* the business of the Credit Union in general, and your *actions* and *transactions* on the products and services you have with us in specific. You understand and agree that our *documents* that we create and/or use to *manage* our products and services and retain in our *records*, are binding on you and us.

### **d. Our Computer System to Manage Credit Union Business**

Our *computer system* may include, but is not limited to, our data processing system, phone system, website, online services, kiosks, ATMs, Credit Union "member use only" provided computers, tablets and mobile devices, networks, backup data storage systems, offsite data archival systems, all data, software and applications retained and utilized in the cloud, and any other software, equipment, instrumentation, solution or technology that we use now or in the future. The information and *documents managed* in our *computer system* are part of our *records*. Please see the definition of "*computer system*" in Provision 1.d.

**1) Electronic Management of Credit Union Business.** We may use our *computer system* to *electronically manage* any aspect of the business of the Credit Union, which includes all your information, *documents*, *actions* and *transactions* on our products and services.

**2) Information and Documents may be accessible in PDF.** For your convenience, to assure accuracy and security, and to reduce costs for our members, we may *electronically manage* any information or *documents* in a Portable Document Format (PDF). PDFs may be accessible on our website, in the online services we offer and as attachments to e-mails. To open, review, print, download, save and read a PDF *document* you will need to download a PDF display application, such as Adobe Reader, to your computer, mobile device or other technology. As of the date of the CMSA, Adobe Reader is accessible at no charge from Adobe.com at "Download."

### **e. Your Number for Membership, Products and Services**

We may create your membership number on paper and/or *electronically* with our *computer system*. We assign a unique account number to each share or loan you have with the Credit Union to manage your actions and transactions on our products. Please see the definition of "your number" in Provision 1.d.

### **f. Management of Accounts, Products, Services & Numbers**

You understand and agree that for business, compliance and risk management purposes we may change, suspend or terminate an account, and reimburse the funds to you as needed. We may decline to re-start an account at our discretion. You further agree we may change, suspend or terminate this privilege, as needed and at our discretion, as addressed in the CMSA and other contracts as applicable, unless otherwise required by law. Finally you agree we

may change or terminate your number(s) as needed and at our discretion.

#### **g. Methods to Take Actions and Conduct Transactions**

You may *take actions, conduct transactions on* and use our products and services *by any method we allow*. Specifically, the ways you may access, *take actions, conduct transactions on* and use our products and services may include, but are not limited to, 1) in person, by phone, mail, facsimile, e-mail, drive through window, night deposit or drop box (or lock box), 2) through the use of a debit card, credit card, code, password, PIN, check, signature pad or device, ATM, kiosk, shared branch or any product or service, and 3) through the internet with a computer, tablet, phone, mobile device or other technology. An *action* or *transaction* conducted *by any method we allow* is valid no matter what method *we allow* you to use. Please see the definitions of “*action*,” “*by any method we allow*” and “*conduct*” in Provision 1.d.

#### **h. The Title of Products and Services You Have with Us**

The products and services you have with us are generally titled on our *documents* and in our *computer system* so the name used on the product or service (typically your name) matches the SSN and EIN certified. This allows us to maintain and *manage* the product or service in *our records* for you and satisfy reporting requirements. Due to these maintenance, *management* and reporting requirements, the information and *documents* that are accessible to you may not contain the full or exact title you might prefer. However, on your request, we often can include a description or legal title on a *document* or in *our records* that explains the purpose of and/or person(s) who may use a product or service.

#### **i. The Length of this CMSA**

To assure excellent service, comprehensive information, and to proactively answer your questions about our products, services and Credit Union, we provide this CMSA. It is lengthy 1) because of the numerous legal, operational and practical matters that affect membership, accounts, loans, products and services, and 2) because it is important to explain why everything we do at our Credit Union is in the best interests of the members. Should you have questions about any matter addressed in the CMSA, please contact us during business hours and we will be happy to assist you.

### **3. Starting Membership, Products and Services**

All of our members together own our Credit Union. The Provisions of the CMSA are intended to serve the best interests of our members.

#### **a. Requirements to Start Membership with Us**

To become a member of our Credit Union you must be in our field of membership and meet all the requirements for eligibility. Please understand that membership is a privilege and not a right, and is granted to you by our Credit Union on the condition you observe all applicable laws, regulations, the CMSA and all other contracts, obligations and responsibilities with us.

#### **b. Your Identification, SSN or EIN and Backup Withholding**

To join our Credit Union we may require your full current name, the physical address of your residence or business (and, if different, your mailing address), and your phone number, birthdate, employer and occupation. We may also require your current government issued photo identification and a Social Security Number (SSN) or Employer Identification Number (EIN). For IRS reporting purposes you may need to certify the SSN or EIN matches the name and address provided, and indicate if you are subject to backup withholding. We may also request your mother's maiden name, or require you to create a password and fulfill other identification and information requirements in order to *take actions* or *conduct transactions on* our products and services (please see Provision 5.a.).

You agree we may photograph you and retain a copy or image of your current government issued photo identification (hereafter referred to as ID) to identify you for products and services. We may request to see your current government issued military issued photo identification and enter the information in *our records*. We

may also require other current government ID (such as your driver's license or passport) that can be copied or imaged along with entering the information from your military ID. If our copy or image of your ID (or other identification) is expired, to continue to serve you, for your convenience and for your and our protection, you agree we may obtain a copy or image of your current ID. If the IRS notifies us of a discrepancy with the name, SSN, EIN or information in *our records*, you may be subject to backup withholding, requiring us to withhold and pay a portion of dividends, interest or other payments to the IRS.

When you join our Credit Union and start products and services, we may require you to sign or authorize a service form to assist us in *managing* the products and services you have with us. Alternatively, on your request we may agree to start, obtain your consent to and *manage* membership, products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.e.1)). You agree for purposes of accuracy that we may subsequently verify and correct, complete or update your information in *our records*. You understand and agree that to provide excellent service and for your and our protection, we may photograph, film and retain all pictures, photographs, film, likenesses or images of any person (including you) who enters or uses our (or an associate's) premises, facility, location or service solution. Additionally, you agree we may record and retain all conversations with you and anyone who contacts, calls and/or leaves us messages *by any method we allow*. You agree we may obtain, retain in *our records*, and use all ID, pictures, photographs, images, film, recordings, voice recordings, fingerprints and other biometrics of you with our *computer system* or other technology to identify you and *manage* any product, service, *action* or *transaction* addressed by the CMSA or other contract as applicable.

#### **c. Your Authorization for Us to Obtain Information**

You agree we may review your account, employment and credit history, which includes obtaining reports from third parties and credit reporting agencies, to confirm your eligibility for membership, accounts, loans, products and services we may offer. We may require additional information or documentation in connection with any *action* or *transaction*.

#### **d. Your Family can be Members with Us Too!**

Once you are a member of our Credit Union, generally your eligible immediate family can become members too, and enjoy the privileges of our products and services. Please see our website or contact us during business hours to learn how your eligible family members, friends and fellow employees can join our Credit Union. See the BCU Membership Eligibility Policy located on our website for additional membership information.

#### **e. Starting Membership, Products and Services Online**

We may offer an online service that allows you to join our Credit Union and start products and services with us online. This online service is governed by any contract you agree to online, the CMSA, all other contracts as applicable and *our records*. Should you have any questions about this service, please contact us at your earliest convenience.

#### **f. Starting Membership, Products and Services by Mail**

On your request and for your convenience, we may at our sole discretion mail *documents* with your information to you to join our Credit Union and start products and services with us. We do not advise mailing your confidential information since it exposes you to numerous problems (ID theft, fraudulent *transactions*, etc.). We recommend you come to our Credit Union at your convenience (or use an online service we offer) to start membership, products and services with us. In fairness to the members, if you request us to mail your information, you agree to take responsibility for all problems and losses that result from theft and/or unauthorized use of your information. Please contact us during business hours for any questions about starting membership by mail.

**g. Starting Membership, Products & Providing the CMSA**

When you join our Credit Union we will first review a number of important matters about membership, products, services and the CMSA. Thereafter we (or you) may complete a service form (which we may require to be notarized) and/or enter your information in *our records* according to your instructions to start the products and services you have requested. Once you have reviewed your information, you will consent to the *terms* of the CMSA and to the products and services. If we assist you in person, we will offer you a paper CMSA, and email it to your address (if provided) in our records or provide you with a paper copy. If we assist you by phone, mail or through the internet, we will make the CMSA accessible to you *by any method we allow*, or offer to mail you a paper CMSA. We will always ask (or advise you to ask) if you have questions about any matter addressed in the CMSA, and encourage you to contact us during business hours for help with any product or service. Finally, we will remind you that you can always access a current CMSA and disclosures on our website, and may contact us about the information or *documents* in *our records* anytime we are open for business.

**h. Non-Member Owners on Accounts, Products and Services**

On your request, you may place one or more non-member owners on the accounts, products and services you have with us. An owner who would like to become a member of our Credit Union may need to apply and meet all the requirements of membership. We are happy to assist with this simple process during business hours. If there is no member on an account, we may terminate and pay the balance of funds in the account (as of the date of termination) to any owner.

**i. Denial of the Privilege of Membership**

We may deny the privilege of membership to a person for any reason not prohibited by law, including (but not limited to): 1) ineligibility for membership, 2) failure to provide required ID or information, 3) information from a third-party report, 4) any lost or stolen check, card or access device, 5) overuse of *actions* on products or services, 6) a breach of or unauthorized access to a product or service, 7) business or compliance purposes, 8) to stop or prevent a loss, 9) the appearance of lack of capacity or victim of undue influence, 10) failure to comply with any *term* of a contract, 11) failure to use products or services to justify membership, 12) inactive or abandoned products or services, 13) chronic dissatisfaction with us, 14) disparaging our reputation, 15) default on any obligation, 16) causing us a loss, 17) not voluntarily repaying a loss, 18) previous expulsion, 19) anything unethical or unlawful concerning our business, 20) any alteration, forgery or fraud concerning our business, 21) any falsification or misrepresentation concerning our business, 22) any alleged crime concerning our business, 23) abuse of or threats to anyone associated with us, or 24) any other reason we believe is appropriate to protect the interests of the Credit Union and its members.

**4. Account Ownership and Survivorship Features**

When you start an account, you acknowledge that we have explained and you have selected the ownership and survivorship features for that account as reflected in *our records*. You may start an account by yourself, referred to as a "one owner account," or with another person or persons, referred to as a "multiple owner account." You may also start an account as a trustee, custodian, representative payee, VA fiduciary, attorney-in-fact, estate representative, guardian, conservator or other fiduciary, as addressed in Provisions 4.c. through 4.h. You understand that it is your responsibility, and not our responsibility, to assure that the ownership and survivorship features of the account(s) you have with us coincide with your financial and estate planning needs. Because you are in control of the ownership and survivorship features of the account(s) with us, you irrevocably waive the right to dispose of the funds in the account(s) with us by will (please see Provision 29.).

**Important Note: The Ownership and Survivorship Features of the Savings Account You Have Apply to other Accounts You**

**Start under Your Number.** For your convenience and to determine who may access an account, the ownership and/or survivorship features of the savings account you have with us apply to all other accounts with us under the same number (including sub-accounts if applicable). **This requirement does not apply to retirement accounts with us. For those accounts, the ownership and survivorship features will be determined by our records.** If you would like to start one or more accounts with different ownership or survivorship features than the initial savings account with us, please let us know and we will assist you in obtaining an additional number (or if applicable, a subaccount number) for the account(s), which may be started on a new service form or *as we allow*.

**a. One Owner Accounts with Us**

A one owner account is a savings, checking or term (certificate) account started and used by you alone, where typically you maintain and own the funds in the account. As an owner you may *conduct transactions on and take actions* to start, confirm, maintain, review, change, add and terminate the account, products and services. On your death, the funds in the account will go to your estate and may be claimed by a representative of your estate or other claimant authorized by law. You understand that it is your responsibility to inform a representative of your estate about any account with us. Alternatively, you may designate a person or organization as a beneficiary/Payable on Death payee (POD payee) on an account with us as reflected in *our records*. In that case, on your death, the beneficiary/POD payee may claim the funds in the account upon presenting proof of death and ID. If the beneficiary/POD payee on an account dies before you, upon your death the funds in the account will go to the deceased beneficiary's/POD payee's estate. The deceased beneficiary's/POD payee's estate may also claim the funds in the account if the beneficiary/POD payee dies after you but before receiving funds in the account. If you designate more than one beneficiary/POD payee on the account, on your death each beneficiary/POD payee may claim her or his (or its) equal share of the funds in the account by presenting proof of death of the owner and the beneficiary's/POD payee's ID. Each beneficiary's/POD payee's share of the funds in the account will be determined by dividing the amount of the funds in the account by the number of beneficiaries/POD payees designated on the account. If a beneficiary/POD payee on an account with multiple beneficiaries/POD payees dies before you, on your death the deceased beneficiary's/POD payee's share of the funds in the account will go to her or his estate and not to any other beneficiary/POD payee on the account. The deceased beneficiary's/POD payee's estate may also claim the deceased beneficiary's/POD payee's share of the funds in the account if the beneficiary/POD payee dies after you but before receiving her or his share of the funds in the account. You understand that it is your responsibility to inform a person or organization that he, she or it is a beneficiary/POD payee on any account with us. If a beneficiary/POD payee on an account dies before you, it is also your responsibility to notify us and change the account if you desire to do so. **Please be aware that your beneficiary/POD payee designations in our records do not apply to any retirement account or account life savings insurance, which have separate beneficiary designations.**

As an owner you may maintain and *take actions* and *conduct transactions on* the account, products and services *as we allow*. You may also add an additional owner (or owners) to a one owner account. However, once you add an additional owner (or owners) to an account, that account becomes a multiple owner account (please see Provision 4.b.). Finally, for any obligation owed to us, our rights take priority over all other claims to the funds in an account unless otherwise required by law (please see Provisions 19. and 22.).

**b. Multiple Owner Accounts with Us**

A multiple owner account is a savings, checking or term (certificate) account started, maintained and used by two or more owners who together own the funds in the account. Multiple account owners have equal rights to *take actions* and *conduct transactions on* the account, products or services. These rights allow each owner alone to start,



confirm, maintain, review, change, add, terminate and *conduct transactions* on the multiple owner accounts, products or services on behalf of all owners for any purpose. This includes an owner withdrawing funds, terminating and adding new accounts, products or services on behalf of all other owners. Each owner owns the funds in a multiple owner account with right of survivorship. This means that when one owner dies, her or his interest in the account and the funds in the account are owned by the surviving owner or owners on the account. On the death of the final owner on the account, the funds in the account belong to that owner's estate and may be claimed by the representative of that owner's estate or other claimant authorized by law. You understand that it is your responsibility to inform a representative of your estate about any account with us. If an owner on the account dies before you, it is also your responsibility to notify us and change the account. Alternatively, you may designate a person or organization as a beneficiary/Payable on Death payee (POD payee) on a multiple owner account as reflected in *our records*. On the final owner's death, the beneficiary/POD payee may claim the funds in the account on presenting proof of death of all owners and the beneficiary's/POD payee's ID. If the beneficiary/POD payee on the multiple owner account dies before the last owner is deceased, on the last owner's death the funds in the account will go to the deceased beneficiary's/POD payee's estate. The deceased beneficiary's/POD payee's estate may also claim the funds in the account if the beneficiary/POD payee dies after the last owner on the multiple owner account dies but before receiving funds in the account. If you as multiple owners designate more than one beneficiary/POD payee on the account (i.e., a multiple owner account with multiple beneficiaries/POD payees), on the death of the final owner on the account each beneficiary/POD payee may claim her or his (or its) equal share of the funds in the account by presenting proof of death of all the owners and the beneficiary's/POD payee's ID. Each beneficiary's/POD payee's share of the funds in the account will be determined by dividing the amount of the funds in the account by the number of beneficiaries/POD payees designated on the account. If a beneficiary/POD payee on the account with multiple beneficiaries/POD payees dies before the last owner is deceased, on the last owner's death the deceased beneficiary's/POD payee's share of the funds in the account will go to her or his estate and not to any other beneficiary/POD payee on the account. The deceased beneficiary's/POD payee's estate may also claim the deceased beneficiary's/POD payee's share of the funds in the account if the beneficiary/POD payee dies after the last owner on the account is deceased, but before receiving her or his share of the funds in the account. You understand that it is your responsibility to inform a person or organization that he, she or it is a beneficiary/POD payee on any account with us. If a beneficiary/POD payee on an account dies before you, it is also your responsibility to notify us and change the account if you desire to do so. **Please be aware that your beneficiary/POD payee designations do not apply to any retirement account or account life savings insurance, which have separate beneficiary designations.**

You understand and agree that any owner may sign the signature of any other owner on the account and guarantees the signature or authorization of the owners for all *actions* and *transactions* on the account, products or services. You also agree we may permit an owner to deposit checks payable to any other owner in the account, with or without the endorsement of the other owner. Furthermore, by maintaining the multiple owner account, you consent to any *actions* or *transactions* on accounts, products and services by any other owner. While any owner may *take actions* and *conduct transactions* alone, we may require all owners to consent in writing to the addition or removal of any owner to or from the account. All owners agree we have no duty to notify the owners of any *actions* or *transactions* by an owner acting alone. If you request us to designate a person as an owner by entering the owner's information in *our records* without signing or authorizing a form, you agree this person is an owner. You further agree this person may subsequently sign or authorize a form

as an owner. All owners, alone and together, are responsible for any fees, costs, losses or liabilities incurred for any *action* or *transaction* on an account, product or service, regardless of which owner conducted or benefited from the *action* or *transaction*. If any owner owes us money for any reason, we may enforce our rights against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account. You agree that a security interest granted by one owner, trustee, fiduciary-owner or fiduciary of an account will continue to secure that owner's, trust's, fiduciary-owner's or fiduciary's obligation to us even after that person dies. Finally, for any obligation owed to us, our rights take priority over all other claims to the funds in an account unless otherwise required by law (please see Provisions 19. and 22.).

#### c. Accounts for or with People under 18 Years of Age

A person under eighteen (18) years of age may be an owner and start, use and maintain accounts, products and services with us as we allow. The owner may *take actions* and *conduct transactions* on the accounts, products and services, and agrees to the *terms* of the CMSA. We may require an owner under eighteen years of age to have another owner on the accounts, products or services who is at least eighteen years of age or older. All owners on the multiple owner account agree to be responsible to us, alone and together, for any *actions* and *transactions* on the accounts, products and services (please see Provision 4.b.).

#### d. Accounts by Custodians under the UTTMA

You may start, use and maintain an account and related products and services to hold the funds of a minor (a person less than twenty-one (21) years of age) under a state's Uniform Transfers to Minors Act. The account is a one custodian account used by you alone (unless multiple custodians are allowed by state law). You as the custodian are the owner on the account, in which you hold the funds for the exclusive benefit of the minor. Though dividends/interest are reported under the minor's name and SSN, you are the only person who may *take actions* and *conduct transactions* on the account, products and services. If you wish to designate a successor custodian on the account, you may ask us to include that person's name in *our records*. The successor custodian may claim the funds in the account in the event of your death or inability to serve. When the minor reaches twenty-one (21) years of age, it is your responsibility to pay the funds in the account to the minor. You, as custodian, will still be the only owner on the account.

#### e. Accounts by Representative Payees or Fiduciaries for SS Beneficiaries or VA Beneficiaries

You may start, use and maintain an account and related products and services as a "representative payee" for a "Social Security beneficiary," or as a Veteran's Administration fiduciary (VA fiduciary) for a Veteran's Administration beneficiary (VA beneficiary). We may require you to provide ID and documentation confirming your authority to act as a representative payee or VA fiduciary before starting the account. We may keep a copy of the documentation designating you as a representative payee for initial due diligence purposes. However, you agree that once you start and consent to the account, products and services, we may thereafter rely exclusively on the CMSA.

You as a representative payee or VA fiduciary are the owner on the account in which you hold the funds for the sole benefit of the Social Security beneficiary. Though dividends/interest are reported under the beneficiary's name and SSN, you are the only person who may *take actions* and *conduct transactions* on the account, products and services. If we receive notice of a replacement representative payee or VA fiduciary (which we may require to be in writing) and decide to rely on the notice, you agree we may change the account for the replacement representative payee or VA fiduciary according to the notice, as reflected in *our records*. Alternatively, if we decide to rely on the notice, you agree we may terminate the account and issue a check to the representative payee or VA fiduciary in the name of the Social Security beneficiary or VA beneficiary.

**f. Powers of Attorney & Accounts, Products and Services**

If you give a person power of attorney to act as your attorney-in-fact, we may require that person to provide her or his ID and proof of the validity and applicability of the power of attorney, before allowing the attorney-in-fact (AIF) to *take actions* or *conduct transactions* on the accounts, products or services you have with us. You agree that we may *manage* the relationship with your AIF by placing her or him (or them) on the accounts, products and services you have with us as an “attorney-in-fact owner” with a service form or in *our records*.

Your AIF and you agree that your AIF and you (and not us) are solely responsible for monitoring and fulfilling the duties and responsibilities of the power of attorney. We may keep a copy of the power of attorney documentation for initial due diligence purposes. However, you agree that once your AIF or you start and consent to the CMSA, we may thereafter refer to and rely exclusively on the CMSA. Both your AIF and you agree to indemnify, defend, and hold us harmless from any loss, damage, claim or liability that occurs as a result of our reliance on the power of attorney. Your AIF and you further agree we may require your AIF to sign or authorize a *document* acknowledging and confirming this obligation. Because your AIF legally acts for you, we may require your AIF to sign or authorize a form as an “attorney-in-fact owner” or authorize the “attorney-in-fact owner” relationship by entering the information in *our records*: this gives your AIF the rights of an owner on the accounts, products and services you have with us. You understand that your AIF’s authority to *take actions* and *conduct transactions* for you will continue until we receive notice of your death or that you terminated your AIF’s authority, and we have a reasonable opportunity to act on that notice. Therefore, once we choose to honor your power of attorney, it is your AIF’s and/or your responsibility to notify us if you terminate the AIF’s authority to *take actions* and *conduct transactions* on the accounts, products or services, and your AIF’s responsibility to notify us of your death.

If we receive notice that you have died or terminated your AIF’s authority to *take actions* and *conduct transactions* (which we may require to be in writing), you agree we may terminate your AIF’s authority on the accounts, products and services, and may continue to rely on *our records* thereafter. If we allow your AIF to *take actions* or *conduct transactions* as an “attorney-in-fact owner,” the survivorship features of the accounts you have with us will not apply to your AIF. If your AIF or you request us to allow your AIF to *take actions* or *conduct transactions* by entering the information in *our records* or *as we allow* without signing or authorizing a form or indemnification and hold harmless agreement, your AIF consents to the CMSA and may *take actions* or *conduct transactions* on the accounts, products or services. Additionally, you agree that your AIF may subsequently sign or authorize a form or indemnification and hold harmless agreement, as we require.

You understand that your AIF may remove her or himself from the accounts, products and services you have with us, and that we have no duty to notify you of that removal. If an AIF decides to remove her or himself from the accounts, products and services, we may require her or him to notify us in writing or sign or authorize a form. An AIF’s removal from the accounts, products and services, does not relieve the AIF from any responsibilities, obligations or liabilities for *actions* taken and *transactions* conducted as an AIF. Alternatively, we may refuse to recognize the authority of a person with a power of attorney, if we determine that we cannot reasonably rely on the power of attorney, unless otherwise required by law.

**g. Accounts that Hold the Funds of a Trust**

You may start, use and maintain accounts, products and services to hold the funds of a trust. If you do so, you may be named as a trustee on a service form or in *our records*. You agree it is your responsibility as a trustee (and not our responsibility) to administer the accounts, products, services and funds according to the terms of the trust. You further agree that we are only providing you with accounts, products and services and are not assisting you with or advising you about the trust. For IRS reporting purposes, the name that appears first on a

form or that is entered in *our records* generally must match the SSN or EIN that you certify on behalf of the trust. However, on your request, we may be able to write the full name of the trust on a form or in *our records* to explain the purpose and/or the ownership of an account, loan, product or service.

If you are the only trustee on an account, you have the same rights and responsibilities as an owner to *take actions* and *conduct transactions* on the account, products and services (please see Provision 4.a.). If two or more trustees are on an account, each of you has the same rights and responsibilities as an owner on a multiple owner account to *take actions* and *conduct transactions* on the account, products and services (please see Provision 4.b.). Each trustee on a multiple trustee account agrees that any trustee acting alone may *take actions* and *conduct transactions* on accounts, products and services for all trustees on the accounts, products and services. By maintaining the multiple trustee account, you consent to any later *actions* or *transactions* on accounts, products and services by any other trustee. While any trustee may *take actions* and *conduct transactions* alone, we may require all trustees to agree to any additions or removals of any other trustee to or from the accounts, products and services. All trustees agree we have no duty to notify the trustees of any *actions* or *transactions* by a trustee acting alone. If you request us to designate a person as a trustee by entering the trustee’s information in *our records* or *as we allow* without signing or authorizing a form, you agree this person is a trustee. You further agree this person may subsequently sign or authorize a form as a trustee. If you wish to name a successor trustee we can note that information in *our records* as well. A successor trustee may *take actions* and *conduct transactions* upon delivering proof satisfactory to us of her or his authority and succession to act as the current trustee of the trust. Until such proof is delivered and verified by us, a successor trustee has no rights to the account or to the funds held in the account.

We may keep a copy of the trust documentation for initial due diligence purposes. However, you agree that once you start and consent to the account, products, services and the CMSA, we may thereafter refer to and rely exclusively on the CMSA. By starting an account, loan, product or service for the trust all persons or organizations associated in any way with the trust (i.e., all grantors, trustees, successor trustees, and beneficiaries) agree to indemnify, defend us against and hold us harmless from any loss, damage, claim or liability that results from any *actions* or *transactions* on the accounts, loans, products or services for the trust. You understand we may require any person or organization associated with the trust to sign or authorize an indemnification and hold harmless agreement along with his, her or its consent to the CMSA.

**h. Accounts for Fiduciary Purposes**

You may start, use and maintain accounts, products and services to hold the funds of an estate, memorial, guardianship, conservatorship, fund or other fiduciary, legal or court ordered purpose with us (referred to in this Provision as the “fiduciary purpose”). You may be named as a fiduciary-owner on the accounts, products and services on a service form or in *our records*. You agree that it is your responsibility as the fiduciary-owner or fiduciary to administer the accounts, products and services and funds for the fiduciary purpose. You further agree that we are only providing you with accounts, products and services and are not assisting you with or advising you about the fiduciary purpose. For IRS reporting purposes, the name that appears first on a form or that is entered in *our records* generally must match the SSN or EIN that you certify on behalf of the fiduciary purpose. However, on your request, we may be able to write the full name of the fiduciary purpose on a form or in *our records* to explain the purpose and/or the ownership of an account, loan, product or service. To start the accounts, products and services, we may require and review a copy of the documentation addressing the fiduciary purpose, and your ID and authority to act as a fiduciary for that purpose. You agree that you, as the fiduciary-owner on the accounts, products and services, are

fully responsible for fulfilling the duties and responsibilities of the fiduciary purpose. We may keep a copy of the documentation designating you as a fiduciary for initial due diligence purposes. However, you agree that once you start and consent to the account, products, services and the CMSA, we may thereafter refer to and rely exclusively on the CMSA. If you are the only fiduciary on an account, you have the same rights and responsibilities as an owner to *take actions* and *conduct transactions* on the account, products and services (please see Provision 4.a.). If two or more fiduciaries are on an account, you have the same rights and responsibilities as an owner on a multiple owner account to *take actions* and *conduct transactions* on the account, products and services (please see Provision 4.b.). Your authority to transact business with us as the fiduciary-owner or as a fiduciary will remain in full force until we receive lawful notice otherwise. You, as the fiduciary-owner or fiduciary, must notify us of any change to the fiduciary purpose that affects the accounts, loans, products and services. You warrant that all your *actions* and *transactions* on an account, loan, product or service will be for the sole benefit of the person or purpose for which you are acting. You agree we may rely on these representations and have no duty to examine subsequent authorizing documentation for compliance or inquire as to the powers and duties of you or any fiduciary. We also have no notice of any violation of fiduciary duties by you or any other fiduciary unless we observe the actual wrongdoing.

You acknowledge that we will not be liable for any losses due to your failure to notify us of unauthorized acts by a fiduciary or changes to the relationship between a fiduciary and the person or purpose for whom the fiduciary acts. By starting an account, product or service you and any fiduciary agree to indemnify, defend us against and hold us harmless from any loss, damage, claim or liability that results from 1) any *actions* or *transactions* on the accounts, loans, products or services, and 2) the unauthorized acts of a fiduciary on which we rely prior to any actual notice of any change in the fiduciary's authority. We may require any person associated with the fiduciary purpose to sign or authorize an indemnification and hold harmless agreement along with his, her or its consent to the CMSA.

## 5. Product & Service Access, Transactions & Actions

### a. Authorization of Transactions and Actions

On your request, we may agree to obtain your consent to *take actions* and *conduct transactions* on products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.e.1)). We may require your physical signature or reconfirm your signature in person or before a notary public prior to any *action* or *transaction* on an account, loan, product or service. We may also require your ID, a second form of ID and other (or updated) information (such as your physical address, SSN, birthdate, password, mother's maiden name, thumbprint or fingerprint, date and type of last *transaction*, other historical factual information, etc.) before you may *take action* or *conduct a transaction* on an account, loan, product or service.

You may authorize the payment of checks, other *transactions* or *actions* by any method we allow. You agree we may pay checks and honor *actions* or *transactions* on an account, loan, product or service that contain your signature or authorization, even if you later claim the method of consent or the *action* or *transaction* is not authorized. On your request, we may allow you to include a legend on or notation in *our records* and on checks requiring two or more signatures or authorizations on your checks, *actions*, or *transactions*. You understand this legend or notation requiring two or more signatures or authorizations may only be entered in *our records* or as *we allow*. You agree any such legend or requirement is for your convenience only, and that it is your sole responsibility to supervise all persons you authorize. You also agree we may pay a check, or honor any *action*, *transaction* or other matter pertaining to the accounts, loans, products or services with us, with only one signature or authorization by any person you authorize. You understand we

have only allowed you to add a legend or requirement for two or more signatures or authorizations because you 1) are in the best position to address your own internal control affairs with the persons authorized, and 2) have agreed to take responsibility for and recover any loss that occurs from a violation of your requirement.

If we contact you about an *action* or *transaction* on an account, loan, product or service that you confirm is authorized, you agree we may rely on your confirmation. If you share your information, password, code or PIN (or any other method of authorization *we allow*) with any person or organization, you agree that until you notify us and revoke your authorization, all *actions* or *transactions* on the account, loan, product or service conducted by this person or organization are authorized and genuine, even if they are not conducted for your benefit or according to your instructions. If you request and we agree to provide you with cash for any *action* or *transaction*, you understand that once you are in possession of the cash, you are completely responsible for its care and safekeeping from any loss, theft, damage or destruction. Additionally, for your and our protection and security purposes, you agree we may pay any person (including you) requesting a withdrawal in cash with a limited amount of cash, our check or an EFT. You understand and agree these cash withdrawal options are appropriate since a person can obtain cash by depositing the check at her or his own financial institution, and we can schedule the delivery of cash for you on your request.

### b. Transaction and Action Options & Required Forms

When you *take action* or conduct a *transaction* on accounts, loans, products or services we may require you to use a specific form or *document* to conduct or complete the *action* or *transaction*. If you do not use that form or *document*, for your and our protection we may refuse to honor, perform or complete the *action* or *transaction*. Whether an *action* or *transaction* is honored, completed or not, you are responsible for any loss or liability we incur as a result of your failure to use a required form or *document* or follow the *terms* of the CMSA.

### c. Account Transfers by Wire or ACH

We may offer wire transfers or Automated Clearing House (ACH) transfers that allow you to send or receive debits or credits to an account with us. We may require any wire transfer to be authorized in writing. When you initiate a wire or ACH transfer you may identify either the recipient or any financial institution by name and by account or identifying number. We (and other institutions) may rely on the account or other identifying number you give to us as the proper identification number, even if it identifies a different person or institution. Once we have sent an outgoing wire, the transfer is final and cannot be stopped. If you provide incomplete or inaccurate written or verbal transfer instructions to us, we will not be responsible for any resulting wire transfer losses, delays or failed *transactions*. You understand international wire transfers may not be completed for several weeks or at all.

Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH *transactions* are governed by the rules of the National Automated Clearing House Association (NACHA). You acknowledge that our processing of international *transactions* may be delayed if necessary to complete legally required screening. You must ensure that all international entries you initiate are designated with the appropriate international entry code as required by the NACHA rules. All entries will be credited to or debited from the account you have with us in U.S. dollars. Currency conversion will be at rates determined by, or available to, us or the Automated Clearing House. You will bear all currency conversion risk as well as all gains or losses associated with currency conversion for international entries. All wires and ACH transfers must comply with applicable law. If you use these services and receive funds by wire or ACH transfer, you agree to confirm the transfers by reviewing your periodic statement (or online service we offer), since we are not obligated to notify you when funds are received. While we may conditionally and provisionally credit the account you have with

us for an ACH transfer, if we are not finally and ultimately paid for the transfer, we may reverse the credit to the account, in which case the sender will be deemed not to have paid you. If we cannot reverse the credit or you do not have sufficient funds in an account, you agree to reimburse us for the amount of the reversed transfer.

#### d. Limitations on Account Transactions

**1) Account Withdrawal Limitations.** We have no obligation to honor a request to withdraw funds if you do not have 1) sufficient available funds in an account or 2) one of our overdraft services (please see "available balance" in Provision 6.j.). If a check or other transfer or payment order is presented against insufficient available funds in an account, you will be charged a fee. If there are sufficient available funds to pay some but not all checks or items drawn or presented against the account, we may pay or allow withdrawals for those checks, transfer or payment orders for which there are sufficient funds in any order we choose, according to applicable law and the terms of the CMSA. There are a number of circumstances where you may not be able to withdraw funds from an account, including but not limited to: 1) methods inoperative due to emergencies or problems, 2) the product or service has been terminated, 3) we are unable to contact you, 4) failure to provide required ID or information, 5) failure to use a required method or document, 6) exceeding a limit or an amount set by us, 7) failure to meet a minimum balance for thirty (30) days, 8) deposited check funds are not available, 9) funds are collateral for an obligation, 10) any lost or stolen check, card or access device, 11) a breach of or unauthorized access to a product or service, 12) business or compliance purposes, 13) to stop or prevent a loss, 14) the appearance of lack of capacity or victim of undue influence, 15) failure to comply with any term of a contract, 16) funds held or offset per a security interest or lien, 17) account and/or funds held for a dispute or uncertainty, 18) unpaid check(s) or EFT(s) for insufficient funds or stop pay, 19) deposited item(s) charged back for nonpayment payment or a claim, 20) a garnishment, levy or similar legal claim or notice, 21) default on any obligation, or 22) belief an action or transaction may be fraudulent. To comply with the law and to protect you and the members of the Credit Union, you understand we may require written notice of your intent to make a withdrawal of funds from an account you have with us at least seven (7) calendar days and up to sixty (60) calendar days before the time that you would like to make the withdrawal. Finally, you understand that in the event any account is overdrawn, any loan is past due, or you are otherwise in default under any contract with us, we may suspend your ability to conduct actions or transactions to any or all accounts, products, services, until you have resolved the matter with us.

**2) Account Transfer Limitations.** You may make unlimited withdrawals from the checking account(s) you have with us by any method we allow. In addition, you may make unlimited withdrawals or transfers from a Regular Savings, Loan Payment Savings, Holiday Club, Miscellaneous Savings/Vacation Club, and Money Market account(s) in-person, by ATM, by mail request or by calling us for one of our checks. However, we may limit the number of certain types of withdrawals from some types of accounts as identified in the "Product Feature, Truth-in-Savings and Service Charge & Fee Disclosure."

**3) Account Transaction Volume Limitations.** We may limit the number of items deposited and the frequency of deposits and other *transactions* that you can make each day to the account(s) you have with us. The date we use to determine the number of *transactions* is the date a *transaction* is posted to (actually credited to or debited from) an account, rather than the date you conducted the *transaction*. Should the *transactions* on an account with us exceed the limitations we establish, we may limit your *transaction* activity, charge a fee or terminate the account. You understand that if we allow or honor a *transaction* that exceeds these restrictions (a nonconforming *transaction*), we are not required to allow or honor any future *transaction* that exceeds these restrictions.

**4) Virtual Currency Limitations.** We may limit the frequency or amount of transactions involving virtual currencies

#### e. When a Transaction or Action May be Refused

For your and our protection, you understand we may refuse an *action* or *transaction* on an account, loan, product or service for any reason not prohibited by law, including: 1) our methods are inoperative due to emergencies or problems, 2) we are unable to contact you, 3) failure to provide required ID or information, 4) failure to use a required method or *document*, 5) exceeding a limit or an amount set by us, 6) failure to meet a minimum balance for thirty (30) days, 7) inactive or abandoned products or services, 8) deposited check funds are not available, 9) funds are collateral for an obligation, 10) any lost or stolen check, card or access device, 11) a breach of or unauthorized access to a product or service, 12) business or compliance purposes, 13) to stop or prevent a loss, 14) the appearance of lack of capacity or victim of undue influence, 15) the product or service has been terminated, 16) failure to comply with any *term* of a contract, 17) funds held or offset per a security interest or lien, 18) account and/or funds held for a dispute or uncertainty, 19) unpaid check(s) or EFT(s) for insufficient funds or stop pay, 20) deposited item(s) charged back for nonpayment or a claim, 21) a garnishment, levy or similar legal claim or notice, 22) default on any obligation, 23) limited to a savings account and voting by mail, 24) ineligible for membership, 25) membership terminated, 26) notification of death, 27) anything unethical or unlawful concerning our business, 28) belief an *action* or *transaction* may be fraudulent, 29) any alteration, forgery or fraud concerning our business, 30) any falsification or misrepresentation concerning our business, 31) any alleged crime concerning our business, 32) abuse of or threats to anyone associated with us, or 33) any other reason we believe is appropriate to protect the interests of the Credit Union and its members.

#### f. Suspension of Access to Accounts and Information

If any account is overdrawn, any loan is past due, or you are otherwise in default under any agreement you have with us, or if we otherwise believe it is necessary to protect your or our interests, we may without prior notice suspend your access to any of the accounts and services you have with us. We may suspend your access to information about the accounts and services as well as your ability to conduct transactions on any accounts and services by any means until the default is cured. This includes, but is not limited to, cashing checks, payment of checks presented, debit cards, ATMs, online banking, mobile banking, telephone banking, or any other means of access to the accounts and services.

### 6. Your Use of a Checking Account with Us

#### a. Completing Your Checks and Check Register

When you write a check drawn on a checking account with us, you must write your payee's name, complete the numerical and written amount lines on the check and sign your name. Always begin by writing the payee's name and the amounts at the start of the far left side of these lines to avoid leaving any spaces; this will reduce the risk of your check being altered. Draw a line after the payee's name and the written amount to protect yourself against alterations. Finally, make sure that the numerical and written amounts of your check match, since the written amount is likely the amount we may pay from the account. If the amounts do not match, you agree we may pay either amount or return the check unpaid, in our sole discretion. Once completed, you should write the check number, amount, date, payee's name and purpose in your check register or payment records, and deduct the amount of the check from the balance. This helps you to keep track of the current balance of your account, which in turn helps you avoid insufficient funds problems or overdraft fees. It also allows you to detect and report checks with alterations and forged drawer's signatures (please see Provision 16.b.). Please use dark permanent ink (preferably black ink) to complete and sign your checks. You agree that you are responsible for any losses incurred for your checks if you do not use a dark permanent ink when writing your checks. You should also keep your checks in a secure location and separate from your ID so they are not stolen from you. If the

account is a multiple owner, trustee or fiduciary account, each owner, trustee or fiduciary may sign (or authorize), issue and endorse checks in the other owner's, trustee's or fiduciary's name. If you require more than one signature on a check drawn on an account with us, you agree we may pay that check regardless of the number of signatures on it if the check is issued by a person authorized to *conduct transactions* on the account. You understand that when you write a check you are ordering us to pay the check, and that payment is proper even if you did not completely fill out or sign your check.

#### **b. Please Use the Check Forms We Provide**

For your protection, when starting a checking account you agree to use the checks we make available that we refer to as, "your checks." Your checks are actually forms (check forms) provided to you by our approved associate. It is important that you use our associate-provided checks because 1) the security features help protect against fraud losses, and 2) the forms help us confirm that a check is your check when presented for payment. Using any other check form may indicate fraud, and you agree we may refuse to pay it if we believe our refusal may prevent a loss, and is not dishonor or wrongful. Alternatively, if you use and we pay a check not provided by our associate that results in any loss or fees, you agree to be responsible for any loss and fees incurred. We use an associate's check forms to help avoid losses, and require owners, trustees and fiduciaries to take responsibility for all losses and fees for not using these forms.

#### **c. Dates on Your Checks**

We may pay a check you write regardless of its date or language limiting payment to a certain time (for example, "stale dated" checks or checks bearing a "void after" date legend). However, we are not obligated to pay a check before its date or more than six (6) months after its date. If you do not want an outstanding check paid, you may place a stop payment order on the check (please see Provision 6.d.). Similarly, if you notify us and we agree not to pay a check before its date (often referred to as a "postdated check"), that notice will only be effective if it allows us a reasonable amount of time to act on the notice. For the notice to be effective we will need your name, your number, the check's number and date, amount and the payee's name. You understand that failure to fulfill any of these requirements may result in payment of the check. A postdated check notice may be subject to a fee. We may agree to a verbal postdated check notice that will expire after fourteen (14) calendar days unless you confirm that notice in writing. Once confirmed in writing, the notice will be effective for six (6) months, and can be renewed for an additional six (6) months for the fee. You understand we have no duty to notify you when your notice will or has expired.

#### **d. Stop Payment Orders on Your Checks and ACHs**

You may request us to stop payment on any check drawn on or ACH debit scheduled from a checking account you have with us by a stop payment order *as we allow*, which we may require to be confirmed in writing. Your request (order) to stop payment will be effective only if we have a reasonable amount of time to act before the check is presented or the ACH entry is transmitted to us. For the request (order) to stop payment to be effective we will need your name, your number, check number, the date of the check or ACH entry, the name of the payee and the amount of the check or ACH entry. You understand that failure to comply with any of these requirements may result in payment of the check or ACH entry. If you fulfill these requirements, we will return the check or ACH entry and require a service charge to cover some of our employee's time. Should you request us to cancel a stop payment order and pay the check or ACH entry, we may also require a service charge to cover some of our employee's time. For your convenience, we may accept a verbal or written stop payment order. We may send an email confirmation after receipt of a stop payment order request but we have no duty to send such notice. A stop payment order on a check placed or confirmed in writing will be effective for six (6) months and can be renewed for an additional six (6) months for a service

charge. A stop payment order on an ACH entry will continue until the entry is returned or until you cancel the stop payment order (which may require the payment of a service charge). We have no duty to notify you when your stop payment order will or has expired.

You understand that although you may stop the payment of your check, generally the person or organization in possession of the check may recover the full amount of the check from you (which may include interest and costs). In addition, if you owe money to the payee of the check or ACH entry, stopping payment on the check or ACH entry means you will not have paid the money to that person. In the unlikely event we pay a check or ACH despite a timely, accurate and complete stop payment order, we may be obligated to credit the account you have with us. We also may not be obligated to credit the account and you will need to address the matter with the payee. If we issue a credit to the account, you agree to sign or authorize a statement explaining the dispute with your payee, and assist us in taking legal action against any and all persons or organizations to recover our loss. You understand if you repeatedly place stop payment orders on your checks drawn against insufficient funds, we may consider that account abuse and may terminate the account.

#### **e. No Stop Payment on Our Cashier's or Teller's Checks**

If we provide you with one of our checks that is payable to you or that you have requested us to make payable to another person or organization, it is your sole responsibility to assure that you want the person or organization to be paid with the check before you deliver the check to that person or organization. You understand that if you give our check to a person or organization, and afterwards you become displeased with the person or organization or the transaction and do not want the check paid, ***we will not be able to stop payment on our check.*** If you have any doubt about the person, organization or the transaction, do not give the check to that person or organization, since we will not be able to stop the payment of the check. Should you change your mind and decide to not use one of our checks, you may return the actual physical check to us and request a refund for the amount of the check.

#### **f. Conversion of Checks to Electronic Fund Transfers**

In some circumstances, a person, merchant or other organization can convert your check and check information into an EFT and debit the account you have with us. The conversion of your check to an EFT is covered by our "Electronic Funds Transfer Disclosure," which is part of the CMSA (and is found at the end of this CMSA). You agree we may honor the EFT and debit the account just as if the original check was presented for payment. Should a person or organization convert your check to an EFT, you will have to contact that person or organization if you wish to access a copy of your check. You understand that if we return your check to an organization unpaid for insufficient funds or stop payment, the organization may try to re-present the check as an EFT. The EFT that represents the dishonored check will be treated as a re-presented check according to the CMSA.

#### **g. Presentment of Your and Our Checks**

We may require any person presenting your or our check to comply with our due diligence requirements before we pay the check. These requirements may include, but are not limited to, the presenter supplying us with her or his ID, SSN, birthdate and physical address. We may also require the person to sign a statement of receipt, place her or his thumbprint or fingerprint on the check and to pay a fee. If a check is payable to two or more persons (whether payable sequentially or together), we may require all payees or endorser to sign the check in person at our Credit Union (or *as we allow*) to assure that all endorsements are valid. You agree that if a person presenting a check declines to carry out any of these requirements, we may refuse to pay the check, and that our refusal is not dishonor or wrongful since this person has not complied with our presentment requirements. Checks presented after our 2:00 pm cut off hour may be treated as if presented on the next business

day that we are open. Additionally, for your and our protection and security purposes you agree we may pay any person (including you) presenting our check with a limited amount of cash, our check or an EFT, and may decline to pay the check entirely with cash. You understand and agree these payment options are appropriate since a person presenting our check can obtain cash by depositing the check at her or his own financial institution, and we can schedule the delivery of cash to you on your request.

#### **h. Our Use of Automated Collection and Payment Processes**

We use electronic check deposit, transmission, presentment, payment and return technology to *manage* the greatest number of checks in the most cost-effective manner for the benefit of the members of our Credit Union. These automated processes rely on and can only recognize information in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, which contains your number, amount of check and check number. To achieve these cost efficiencies for our members, you agree when we pay or take a check for deposit and collection we may disregard all information on the check (including notes and legends) other than 1) the identity of the institution the check is drawn on, and 2) the information encoded in the MICR line (whether consistent with other information on the check or not). You also agree that the fact we pay a check without physically or visually examining it does not mean that we failed to exercise ordinary care in paying the check.

#### **i. Payment of Checks & Items that Overdraw an Account**

**1) Account & Lending Overdraft Payment Services.** To assist you when you want or need your checks and EFTs or other items paid, we may provide you with overdraft payment services. If you qualify for and we agree to provide these services, we will pay your checks or EFTs drawn against insufficient available funds by transferring funds from another account or loan to a checking account with us, and charge you a fee. Transfers from account(s) to a checking account are covered by the CMSA and the "Electronic Funds Transfer Disclosure," whereas transfers from a loan to a checking account are governed by a separate loan agreement. You agree we may apply funds deposited to account(s) with us to your outstanding overdrafts and fees, regardless of the source of the deposit, including directly deposited government entitlements or benefits such as Social Security deposits.

**2) Courtesy Payment Service.** Courtesy Payment is available on each Checking and Money Market account in good standing and with the associated membership open at least thirty (30) days. To be in good standing requires at a minimum:

- Having a cumulative minimum deposit of at least \$200 made into the associated membership in which you are an owner with us,
- Making regular deposits consistent with your past practices,
- Depositing an amount equal to or greater than the amount of discretionary Courtesy Payment extended to the account and bringing all impacted accounts within the membership to a positive balance within a twenty (20) day calendar period,
- You are not in default on any loan or other obligation to BCU,
- You are not subject to any legal or administrative order or levy.

Courtesy Payment may be granted allowing you to overdraw the available funds in the account. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. Our Courtesy Payment service will attempt to pay, when possible, checks, ACHs, and recurring Debit Card purchases presented against insufficient available funds in the account. Courtesy Payment will allow you to overdraw each checking or money market account(s) from up to \$200, and in certain cases, up to an absolute maximum of \$1,500 including any service charges. The limit on each checking or money market account may change from time to time based on your individual BCU account transaction history. If you believe an overdraft situation is likely, you should ask us for your specific limit.

**Please note:** For one-time (individual, non-recurring) Debit Card and ATM transactions, you must provide consent (opt in) to receive the Courtesy Payment service. Otherwise, we will not authorize and pay overdrafts that resulted from one-time Debit Card or ATM transactions. If you wish to opt in to Courtesy Payment to cover overdrafts from one-time Debit Card or ATM transactions, please visit our website, visit any of our Service Centers, or call us at 1-800-388-7000. This consent (opt in) will apply to all eligible money market and checking accounts under your designated account number. If you desire this service for more than one account number, you will need to provide us with a separate consent (opt in) for each additional account number.

Our current service charge is \$29 for each overdraft. A Courtesy Payment service charge will not be charged for any transaction that brings the available balance in your account negative by \$100.00 or less. A Courtesy Payment service charge per each occurrence that results in the available balance in your account becoming negative by more than \$100.00 will be charged to your account as stated in the Product Feature, Truth-In-Savings and Service Charge and Fee disclosures. There is a limit of three (3) Courtesy Payment Fees that the Credit Union will charge per day per account. We may pay checks, ACH, recurring debit card transactions, as well as one-time individual non-recurring debit card and ATM transactions (if applicable) up to your authorized courtesy payment limit which is based on your individual BCU account transaction history. Transactions in excess of your authorized courtesy payment limit may not be paid and will be assessed an NSF fee. Courtesy Payment may be suspended until your account is brought back to good standing. Transactions may not be processed in the order which they have occurred. This may affect the total amount of service charges incurred. You can opt out of Courtesy Payment either out of one-time (individual, non-recurring) Debit Card and ATM transactions or Courtesy Payment for the account at any time by calling Member Relations or at a BCU Service Center. For more information on this program, contact us at BCU, 340 North Milwaukee Avenue, Vernon Hills, IL 60061.

#### **j. Disclosure Regarding Balance Calculation and Overdrafts**

This disclosure describes how we (the "Credit Union") calculate your balance for determining whether funds in the account are adequate to cover checks, debit card transactions, or other items that are presented for payment from the account. It also describes how transactions are posted to the account. If funds in the account are insufficient to pay any item, we may either pay or return the item(s). In either case, we may charge a fee as set forth in the Service Charge and Fee Schedule. Further information about circumstances under which we may pay overdrafts is included in Section 6.j. of your Consumer Member Service Agreement. This section includes information about our account and lending overdraft payment programs and Courtesy Payment Service.

The following is important information regarding the account balance, how transactions are posted to the account, and when an overdraft (also known as a Courtesy Payment Fee) or NSF fee will be charged. You should read these disclosures carefully. If you have questions, please see a service center representative or call 800-388-7000.

#### **k. Your Checking Account Balance**

Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review the account online, at an ATM, by calling Member Relations, or by visiting a service center. It is important to understand how the two balances work so that you know how much money is in the account at any given time.

Your **actual** balance is the amount of money that is actually in the account at any given time based on transactions that have "posted" to the account, but **not** transactions that have been authorized and are pending. The "actual" balance disregards any holds that have been placed on the account, and is not the amount is in the account that is available to pay items presented against the account. Any purchases, holds, fees, other charges, or deposits made on the

account that have not yet posted will not affect your actual balance. For example, if you have a \$50.00 actual balance, but you just wrote a check for \$40.00 that has not yet been paid, then your actual balance is \$50.00 but it does not reflect a deduction for the check that has not yet been paid.

Your **available** balance is the amount of money in the account that is available to pay items presented against the account without incurring an overdraft or non-sufficient funds fee. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds for other reasons, and holds for pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to the account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20 (without a tip), then that merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on the account for \$20. Your actual balance would still be \$50.00 because this transaction has not yet posted, but your available balance would be \$30 because we have been notified that there will be a \$20 charge to the restaurant. When the restaurant submits its charge for payment (which could be a few days later and then include a tip), we will post the transaction to the account and your actual balance will be reduced by the amount of the charge to the restaurant (\$20 plus any tip). The \$20 hold will be released around the same time, but not necessarily at exactly the same time.

Available balance is used to determine when there are insufficient funds to pay an item presented for payment from the account. The following example illustrates how this works:

*Assume your actual and available balances are both \$150, and you swipe your debit card at a restaurant for \$30. A hold is placed on the account, so your available balance is only \$120. Your actual balance is still \$150. Before the restaurant charge is sent to us for processing, a check that you wrote for \$130 clears. Because you have only \$120 available (there is a hold on the account for the pending restaurant charge for \$30), your available balance is -\$10, even though your actual balance is \$150. In this case, we may pay the \$130 check, but you will be charged an overdraft fee. (If we return the check, you would be charged a non-sufficient funds fee.) That fee will be deducted from the account, further reducing the balance.*

It is very important to understand that you may still overdraw the 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 your available balance may not reflect all your outstanding checks, bill payments, or other transactions that you have authorized but have not yet been paid (or pre-authorized) from the account. In the example above, the outstanding check will not reduce your available balance until it is presented to us and paid from the account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance would not be reduced by the amount of this transaction from the time the hold has been released until the transaction has been received by us and paid from the account.

### I. How Transactions Are Posted to The Account

There are two types of transactions in the account: credits or deposits of money into the account, and debits or payments out of the account. It is important to understand how each is applied to the account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to the account.

- **Credits.** Most deposits are added to the actual balance of the account on the first business day after we receive them. Funds from your deposits are added to your available balance in

accordance with our Funds Availability Policy as set forth in your Consumer Member Service Agreement. You can view the Consumer Member Service Agreement online at [www.bcu.org/Legal/Terms-of-Use](http://www.bcu.org/Legal/Terms-of-Use).

- **Debits.** There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment, and the Credit Union is not necessarily in control of when transactions are received.
- **Checks.** We receive one or more data files of checks presented for payment each day from the Federal Reserve or other check clearing service providers. Checks contained in a single data file will be posted to the account in check number order. Checks may also be presented for payment at one of our service centers. If a check is paid at a service center, it will be posted to the account when it is paid, or a hold will be placed on the account when it is paid.
- **ACH Payments.** We receive data files every day from a service provider that include Automated Clearing House or "ACH" debit transactions. These include, for example, automatic bill payments you have signed up for. Each day, ACH transactions for the account are grouped together and paid in random order.
- **Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card and you enter your PIN number at the time of the sale. We pay these transactions as they are transmitted to us. Most are transmitted immediately; others may be delayed for one or more days.
- **Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for (or otherwise authorize) the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold against the available funds in the account. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your actual balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to the account as they are received. Please note: the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case when you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

Our general practice is to post deposits and ACH credits to the account before debits. In general, we post ACH payments to the account before checks. POS transactions and Signature Debit Card transactions are posted as they are received and processed. This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

We may receive multiple deposit and withdrawal transactions on the account in many different forms throughout each business day. This means that you may be charged more than one fee if we pay multiple transactions when the account is overdrawn.

***The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.***

**IF YOU DO NOT UNDERSTAND THIS DISCLOSURE OR HAVE ANY QUESTIONS, PLEASE CONTACT US AT (800) 388-7000.**

**m. Insufficient Funds to Pay Checks and Other Items**

If the available funds in a checking account are not sufficient to pay a check or other item presented on the account, we may return it for insufficient funds, and you will be charged a fee for the dishonored check or item. You understand we have no duty to notify you if there are insufficient funds to pay your check or other items drawn on an account. If we pay a check or transfer that exceeds the available balance in an account, you agree to repay us the amount of the paid check or transfer and any fee/charge for that service immediately, unless otherwise addressed by the CMSA or other contract with you. If we pay a check or transfer that exceeds your available balance, it does not mean we will pay a check or transfer that overdraws an account in the future. If we charge an account you have with us for any obligation you owe, you understand the balance thereafter may be insufficient to pay a check or item drawn on the account, and we will rightfully refuse to the check or item for insufficient funds. Finally, if we are repeatedly presented with checks or items drawn on an account for insufficient funds, we may consider that as account abuse and may terminate the account.

**n. Your Lost or Stolen Checks: Notify Us Immediately!**

If your checkbook, a box of checks or a check is lost or stolen, please contact us immediately at 800-388-7000. The sooner you contact us, the less liability you have for unauthorized checks drawn on the account, and the sooner we can provide new checks, a new account and new number as required. When you notify us that your checks are lost or stolen, we may require you to sign or authorize a notice (*as we allow*) so we can rightfully refuse to pay the check(s) if presented for payment. You further agree that for your and our protection we may terminate an existing account and provide you with a new account (and potentially a new number to replace your number) to avoid a loss to you or us. In fairness to our members, we may charge you a fee for all termination and replacement costs when you lose your checks. However, we will not charge you a fee when your checks are stolen. If you give, mail or send your check to your payee (such as a creditor) who informs you that your check is purportedly lost or stolen, please contact us immediately at 800-388-7000. When you notify us that your check to a payee is lost or stolen, for your and our protection you agree to sign or authorize a notice (*as we allow*) so that we can rightfully refuse to pay the check if presented for payment.

**o. Right to Refuse Payment for Potential Risks**

For your and our protection, we may refuse to pay any check or item we believe has a potential payment or fraud problem. Payment problems include, but are not limited to, insufficient funds, stop payment, closed account, illegibility or written in a language other than English. Fraud problems include, but are not limited to, alterations and forgeries. Following appropriate due diligence, if we determine the check is not fraudulent, we will either pay the check or offer to return it to the presenter. Finally, if we believe there is a fraud problem with your check and the presenter is not the perpetrator of the fraud, you agree that for your and our protection we may note on the face of the check the type of fraud before returning it to the presenter to alert branches and other institutions of the potential fraud problems with the check. Our action or inaction in these circumstances is purely at our discretion. You agree we are not required to take or refrain from taking any particular action on any of these matters.

**7. Your Deposits to an Account with Us**

*Please see our "Summary of Our Service for Your Checks Offered for Deposit" for an overview of our check deposit services.*

**a. How You May Deposit Funds**

You may make deposits to an account with us *by any method we allow*, including in person, mail, phone, online, ATMs, night

depository, wire transfer and EFT. You may deposit funds in the form of cash (U.S. dollars), check, wire transfer and EFTs as we offer.

**b. Our Rights on Your Deposit**

When we agree to take your deposits, we are providing you a service by saving you the time and expense of having to go to the paying institution to receive your funds. In providing this service, we will credit the amount of the deposit to the account you have with us. However, depending on the type of deposit, we may hold some or all of the funds from the deposit. We may also refuse or return a deposit if we believe it is necessary to prevent you and us from incurring a loss. If we elect to hold funds from your deposit the time period for the hold will depend on 1) the type of deposit (cash, check, wire, etc.), 2) the amount, 3) the account it goes into, 4) the source of funds, 5) our ability to verify persons, organizations and institutions issuing, negotiating and making payment, and 6) any other facts we consider important. In addition to this Provision, we encourage you to review the "Funds Availability Disclosure," which is part of the CMSA and found at the end of this CMSA. You understand if we make funds available to you from a check you deposit (in cash or otherwise) we are only *providing you with credit*, and are not *cashing, promising or guaranteeing payment of the check that you deposited*.

Please be aware that any check you deposit that is drawn on another financial institution can come back to us for a number of reasons. For reference, we group these reasons into two categories: nonpayment reasons (such as but not limited to insufficient funds, stop payment, closed account) and fraud reasons (such as alterations or forgeries). It may take as many as nine days (seven business days and two weekend days (and in some instances more)) for your deposited check to be returned for a nonpayment reason. If there is a fraud problem with the check, the paying institution may make a claim against us (even after the check has been paid) and demand repayment for the amount of the check for several years after you deposit the check (the number of years varies by state). If your deposited check is returned unpaid or we are required to repay the amount of the check for any reason, you are responsible for the amount of the check and all related fees and costs. Accordingly, when we take your checks drawn on other institutions for deposit, to attempt to prevent losses for you and us, you agree we may hold the funds from the deposited check for a period of time. Also please see the "Funds Availability Disclosure" at the end of this CMSA.

If we believe there may be a problem with a check, we may choose to not take the check for deposit unless you agree that we may place an extended hold on the funds of the deposit. The extended hold is for your and our protection to determine if the check will be paid. In such cases, if you do not want us to place an extended hold on the funds, please tell us before we have processed the check for payment and we will return the check to you so that you may obtain payment elsewhere.

In some instances, we may require the check to be deposited into a savings account that has transactional limitations, with the funds held for an extended period of time. We may provide you with a notice of the status of your deposit and when the funds will be available.

On your request and consent, we may also send a check you offer for deposit for special collection. Special collection means that we will not deposit the check in an account, but rather send the check directly to the paying institution for payment [for which there may be a fee]. You understand that if we send the check for special collection, no funds will be deposited to an account you have until the paying institution pays the check. If we send the check for special collection it may take an extended (indeterminate) amount of time for the check to be finally paid. If you do not want us to send a check you offer for deposit for special collection, please tell us before we take it and we will return the check to you so that you may obtain payment elsewhere.

Please be aware that we have no way to guarantee that any check you offer for deposit (that is not drawn on us) will not be sent back to us for a nonpayment, fraud or other reason that requires us to repay



the amount of the check. This is true even if we place a hold on funds from the check or send it for special collection. You agree that before you deposit a check, you will tell us about any circumstances or information you are aware of that could indicate the check may not be paid, or may be fraudulent or issued in connection with an illegitimate, unlawful or fictitious transaction or enterprise. You understand that regardless of the facts, circumstances and information you disclose about the check, you are still completely responsible for the amount of the check and all fees and costs if it is dishonored, returned or a claim is made. Alternatively, if you request us to take a check for deposit and we believe there is a fraud problem with the check, for your and our protection you agree we may retain the check to determine if the check is fraudulent, and if so, the identity of the perpetrator of the fraud. You understand that our retention of the check protects you and us from incurring a loss on the check. You agree that in such cases, our retention of the check is not wrongful because the check may substantiate the commission of a crime, and our retention of the check avoids additional potential crimes. Following appropriate due diligence, if we determine the check is not fraudulent, we may take the check for deposit or return the check to you. Finally, if we believe there is a problem with a check and elect to return the check to you, you agree we may note the problem on the face of the check to alert branches and institutions of any potential fraud or nonpayment problem. You understand that if you do not want us to retain or make a notation on a check with a potential problem, you should not offer the check to us.

#### **c. How to Endorse a Check You Wish to Deposit**

When you wish to deposit a check payable to you in an account with us, please turn the check over and locate the designated place for your endorsement on the back of the check at one end (which will often have pre-printed lines). Write the words "For Deposit Only," sign your name beneath those words, and write your number beneath your signature in the endorsement space. If there is no designated endorsement space (or lines) on the back of the check, please write "For Deposit Only," your name and number in the blank area at the very top end of the check. Please make sure this language, signature and number goes on the back of the check at the top edge, and is no more than one and one-half (1½) inches from the top edge of the check. Endorsing the check in any other way may risk the account not being credited for the amount of the check.

You agree we may ignore any other language or markings on the check, and that you will be responsible for any loss that results from endorsements, language or markings inside or outside of your designated endorsement space. Also please use dark (preferably black) permanent ink for all endorsements, since you are responsible for any losses for not meeting this requirement. Finally, you should use our deposit slips and envelopes when making your deposit. You understand you may not deposit 1) a substitute check without our consent, or 2) a substitute check or similar item you have created or for which no institution has made the substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item.

#### **d. How to Write Your Check for Deposit with Us**

If you want to write a check drawn on an account you have at another financial institution to deposit into an account with us (in order to receive money back for the deposited check), make the check payable to yourself as the payee, and then complete and sign the check. Turn the check over and write "For Deposit Only" on the top of the back of the check and sign your name below this language along with your number and offer the check to us for deposit. While your check will be treated as any other check offered for deposit, should you have an immediate need for cash or credit, please let us know. We have a number of ways that we may be able to assist you.

#### **e. Authority to Negotiate Checks and Endorsements**

We may take checks for deposit into any accounts you have with us, and recommend that you endorse all checks you deposit. If we take checks for deposit without your endorsement, you agree that your

liability for the check is the same as if you had endorsed it. If the account is a multiple owner, trustee or fiduciary account each owner, trustee or fiduciary may endorse and deposit checks for one another. For identification and tracking purposes we may place your number on any check you offer for deposit. For your and our protection, we may confirm the endorsement on any check that you offer for deposit, and require you to carry out specific endorsement requirements for business, insurance or government checks.

If you wish to deposit any check payable to two or more persons (whether negotiable sequentially or together), we may require the check to be endorsed in person at our Credit Union by everyone required to endorse the check. However, we may choose to take such a check for deposit regardless of the number of endorsements on it (or whether those endorsements were made in person at our Credit Union) if the check is deposited by you or a person you have authorized according to the CMSA. For checks that are not made payable to you as the payee (or endorsee), we may require proof 1) of your authority to endorse a check on behalf of another person or organization, and 2) that any endorsement on a check prior to your endorsement is authentic and authorized. Finally, if you send us a check for deposit (payable to you or us) and do not specifically tell us in writing what is to be done with the check (i.e., you do not explain the exact purpose or reason that you are sending the check to us, such as for a loan payment), we may deposit the check to either a checking or savings account you have with us.

#### **g. Deposits Made at a Night Depository**

You understand we access night depositories only once on each business day that we are open. Containers, bags or envelopes placed into the night depository before we access it are processed on that business day, whereas those placed after we access it are processed on the next business day. Night depositories are opened and items placed in the depository are removed and logged in the presence of two (2) of our employees or associates. The contents of each container, bag and envelope is counted, and we issue a credit to the account on the deposit ticket accompanying the deposit for the amount, as indicated by our count.

You agree we are a bailee of items placed in the night depository (i.e., we are simply in possession of the container, bag and envelope) until we have opened the containers, bags and envelopes, verified the contents, and credited the contents to an account you have with us or returned the container, bag or envelope and contents to you. You acknowledge that our count of any deposit placed into the night depository is the final determination of the contents of a container, bag or envelope placed in the depository. We will use reasonable efforts to notify you of any difference between the amount of a deposit we counted and that shown on a deposit ticket, though we will not be liable for any delay or failure of this notification. No deposit is considered to have been made until we have removed it and processed it as explained in this Provision, and a credit has been issued to the account you have with us. You agree that you will be responsible for any damage to the night depository or delay in crediting deposits if you use a container or bag other than those we supply or you do not follow our instructions on the use of envelopes. You understand and agree that the procedures explained in the CMSA are commercially reasonable, and that if we follow these procedures, we are not negligent in handling items placed into the night depository.

#### **h. Taking Checks from You for Deposit is a Service**

You understand that in handling checks, drafts, items, images or money you wish to deposit, we act only as your agent, and assume no responsibility for the checks or items beyond using ordinary care as a depository institution. We are also not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an ATM that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any correspondent institution or for loss in transit, and each correspondent will only be liable for its own negligence. You further agree that we have the right to charge an account you have with

us for any check taken for deposit should it become lost in the collection process.

#### **i. When Your Deposits Will be Credited to an Account**

Deposits made at unstaffed facilities (for example, an ATM that is not at a branch) will be credited to an account on the day funds are removed and processed by us. Deposits of coin or currency will not be finally credited until we have counted the deposit and confirmed the amount. If we are aware of a discrepancy between the amount on a deposit slip and the cash or checks that we count, we will provide you with a notice of the discrepancy by mail or that is accessible to you. In rare instances, an actual discrepancy may not be detected. In such cases, the amount credited will be the final amount of your deposit unless you or we discover the discrepancy and are able to correct it without loss to the Credit Union. Credit to an account you have with us for funds deposited is conditional (provisional) until we are actually paid for the deposited items (i.e., when we receive final payment).

#### **j. Erroneous or Fraudulent Deposits to an Account**

If a deposit, payment or other credit (whether by check, cash, EFT or otherwise) is made to an account you have with us or you in error or by fraud, we may debit the account for the amount of the erroneous or fraudulent deposit, payment or credit. We may do so without notice to you, regardless of when the original deposit, payment or credit took place. If you withdraw any or all of the funds erroneously or fraudulently deposited, paid or credited to an account or you, you agree that you will reimburse us for the amount of the erroneous or fraudulent *transaction*, plus all dividends/interest paid on the erroneous or fraudulent amount, along with all fees and costs.

#### **k. Your Responsibility for Unpaid Deposits and Claims**

All deposits or other credits to an account (including checks, items, EFTs, ACH transfers, wire transfers, etc.) are subject to being paid (they are “provisional”). This means that if we do not receive final payment on any deposit or credit, we will charge an account you have with us for the amount of the unpaid check or item and a return fee. Further, if we incur a fee or any cost to collect a check or item deposited by you, we may charge that fee or cost to the account you have with us. If the amount in the account is not sufficient to cover the unpaid check or item, and all related fees and costs, you are responsible for the difference.

After we have received final payment, we refer to these deposits as collected items. If any check or other item deposited to an account is returned to us for any reason, we have the right to charge the account you have with us for the amount of the check or item, plus any fee incurred. We may charge an account regardless of whether the amount of the check or item was available for your use or not. If any check or other item credited to an account you have is returned to us for any reason, you waive your right to any notice of non-payment or dishonor for the check or item. You agree we may pursue payment of a dishonored check or other item at any time, including giving the financial institution the check or item is drawn on extra time beyond any midnight deadline limits.

Furthermore, if anyone makes a claim against us based on a check or other item credited to an account you have with us, we may charge the account for the amount of the check or item and all fees and costs even if you have already received final credit and withdrawn the funds. Such claims may include, but are not limited to, forged or missing endorsements, alterations or conversion. If the amount in the account is not sufficient to cover the claim on the check or item, and all fees and costs, you are responsible for the difference. Finally, even if we provide you with *immediate availability of funds* for your deposited check or other item, you are responsible for the amount of the check or item and all related fees and costs if we do not receive final payment or whenever a claim is made.

#### **l. Your Deposit Returned as a Substitute Check**

Any check drawn on another financial institution that you deposit in an account you have with us can come back to us for a nonpayment, fraud or other reason. When a check you deposited is sent

back by another financial institution, under federal law that institution may send the check back to us as a “substitute check.” A “substitute check” is a paper image of the front and back of the original check that satisfies certain legal requirements. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” If the check that you deposited is sent back to us as a substitute check, we will debit the account you have with us for the amount of the check and all fees and costs owed to us. If the account with us is not overdrawn, we will return the substitute check to you along with a notice that explains your rights when you receive a substitute check. Should you have any questions about checks being returned as substitute checks, please contact us during business hours and we will be happy to assist you.

#### **m. Depositing Checks Through a Mobile or Online Service**

We may offer an online service that allows you to deposit checks to an account you have with us online. For your convenience, we may note your request for this service on a form or enter it in *our records*. This online service is governed by the contract you agree to online, the CMSA, all other contracts as applicable and *our records*. Checks deposited using this service must be endorsed with the words “For Mobile Deposit.” Should you have questions about this service, please contact us at your earliest convenience.

#### **8. Your Dividends (or Interest) and Our Rates**

The dividends/interest earned on account(s), the dividend/interest rates, balance requirements, annual percentage yields, compounding, crediting and *terms* are provided to you in the “Rate and Fee Disclosure” of the CMSA. Some of this information is also in your periodic statement. To serve the best interests of the members of our Credit Union, we may change or add account dividend/interest rates and annual percentage yields from time to time as explained in that disclosure and this CMSA. You understand you may request and confirm the rate on any account or your information in *our records* (particularly for a term account), or request a copy of the disclosure, by contacting us during business hours. You may also review and confirm the rates on accounts on your periodic statement or through the use of online services we offer. Further, you can access the “Rate and Fee Disclosure” of the CMSA (along with this CMSA and all our disclosures) on our website.

#### **9. Our Services, Related Fees and Costs**

We charge fees and the reimbursement of costs in two circumstances: 1) for products and services that we provide, or services you incur, or 2) as a result of another person’s, organization’s or your requests or claims for funds or information concerning the products and services you have with us or you. The amount of each fee is shown in the “Rate and Fee Disclosure.” In general, fees are charged to cover our employees’ time and other costs in *managing* a product or service, *action* or *transaction*, or addressing any request or claim for information or funds. We charge fees so that each member is responsible for the cost of each product, service, *action*, *transaction*, request or claim applicable to that member, rather than imposing that cost on the members of our Credit Union. We may change or add product and service fees from time to time. We will notify you of changes and additions as explained in the CMSA or as required by law. If you need help with recommendations to reduce your service fees, please contact us anytime we are open for business.

#### **10. Your Funds in Accounts are Insured**

In addition to the strength provided by our capital, members’ funds are insured at a minimum of \$250,000 for each member by the National Credit Union Share Insurance Fund (NCUSIF). Our employees are available to discuss your account insurance needs, and often can inform you how to organize the accounts you have with us to maximize the available NCUSIF coverage. If you are interested in learning more about maximizing the account insurance coverage for your funds, please contact us at your earliest convenience.

## 11. Maintenance of Products and Services with Us

You agree that we may contact you by any method for which you have provided us contact information. By maintaining the products and services you have with us and allowing us to maintain and *manage* them for you, you confirm your ongoing consent to the CMSA, your other contracts as applicable, and any changes and additions we make to them from time to time.

### a. Safeguard all Information and Documents

You may request to review and access a copy of your information and *documents* in *our records* for products and services anytime we are open for business. Please be aware that a copy of your information or *documents* may contain all your personal financial information, along with passwords, codes, PINs and other data to access the products and services with us. If you request a copy of your information or a *document*, you agree it is your responsibility to keep all information and *documents* confidential, in a secure location, and assure that no one else can access them. If any of your information, *documents*, checks or cards are lost or stolen please contact us immediately to minimize your liability (please see Provisions 12. and 16.). In fairness to the members, if a copy of your information or a *document* you requested or your passwords, codes, PINs or other data, is/are lost or stolen, we will investigate your use of ordinary care in the matter. If we determine that you failed to use ordinary care in handling or safeguarding your information or a *document*, your checks, or any access information or device, and your negligence contributes to a loss from *actions* or *transactions* (other than a loss addressed by the Electronic Fund Transfer Act), you may be responsible for all losses, costs and fees that we incur as a result of the loss or theft.

### b. Reviewing Products and Services with Us Online

We may offer an online service that allows you to review and maintain the products and services you have with us online. For your convenience, we may note your request for an online service on a form or enter it in *our records*. You understand this service may be governed by the contract you agree to online, the CMSA, all other contracts as applicable and *our records*. Should you have any questions about these services, please contact us at your earliest convenience.

### c. Lack of Capacity and Undue Influence

If we believe you do not have the capacity to *take actions* or *conduct transactions*, or a person is exerting undue influence over you, we may act to prevent losses for you and us (though we are not obligated to do so). Such measures include, but are not limited to, 1) declining to follow instructions, 2) suspending all methods to access the accounts and any loan or line of credit (or any other product or service) with us, 3) placing a hold on the funds in the accounts (as explained in Provision 21.b.) with us, 4) performing due diligence to determine if you have the capacity to *take actions* or *conduct transactions* or are a victim of undue influence over your affairs with us, and 5) notifying the appropriate authorities. Though we may undertake any of these activities, you agree we are not required to do so. You further agree we may continue the hold on the funds and decline all requests and the suspension of all methods to access the products and services with us, until we 1) determine that you can personally handle your own business and affairs and are not the victim of undue influence, or 2) receive lawful notice instructing us what to do.

### d. Computer System and Online Service Disruptions

While we do our best to minimize disruptions to our online services, website and *computer system*, disruptions may occur on a planned and unplanned basis. We strive to restrict such disruptions to non-business hours, but are not always able to do so. In the event of planned disruptions (for upgrades and repairs), we may provide advanced notice and assist you when contacted during business hours. In the event of unplanned disruptions (caused by natural or other emergencies or problems), we have taken every precaution to protect your information and funds, and will be working to restore

our online services, website or *computer system* to normal operations as soon as possible. Should you need assistance during a disruption, please contact us during business hours and we will do our best to assist you.

### e. Please Help Us with Recommendations or Feedback!

Providing excellent member service to your complete satisfaction with our accounts, loans, products and services is extremely important to us. Therefore, *we take all feedback very seriously*, and *greatly appreciate any recommendations to improve our service!* Please contact us during business hours and we will do our best to address your suggestion or problem immediately.

We thank you in advance for your time and valuable input, and will do our best to address all suggestions or concerns expediently and in a manner that serves the best interests of the members.

### f. Suspension of an Action or Transaction

For your and our protection and/or to *manage* our business, you understand we may suspend an *action* or *transaction* on an account, loan, product or service for any reason not prohibited by law.

## 12. Lost, Stolen or Breached Products & Services

If any check, debit card, PIN, our check, or any of your information or *documents* (that we have provided or made accessible to you), is lost or stolen, or there is unauthorized access to any account or service, please call us immediately at 800-388-7000. The sooner you contact us, the less liability you may have for unauthorized *actions* or *transactions*, and the sooner we can provide new accounts, products, services, checks, cards, PINs, online services and numbers. In fairness to the members, we may charge a fee for terminating and starting new accounts, products, services and numbers (and replacing checks or cards) when you lose a check (or checks), ATM or debit card. However, we will not charge you a fee when checks, or an ATM or debit card are stolen. If we incur a loss or a crime or potential crime is committed concerning the products or services you have with us, you agree to cooperate with us and any person and organization with a business or law enforcement interest in the loss, crime or potential crime to assist in the enforcement of rights or the prosecution of the crime. You understand and agree that your failure to fulfill the obligations of this Provision, and the CMSA in general, may result in the termination of products, services and membership with us after we have complied with all applicable law.

## 13. Membership, Product and Service Information

### a. Access to Information.

You understand that you and any owner, trustee or person you authorize may access information about the accounts, loans, products and services you have with us. You also understand any such person you authorize may be able to see, access and release all information about all the accounts, loans, products or services you have with us, even if they have no ownership interest in, or access to, such accounts, loans, products or services.

If you do not want another person to be able to see, access, use or release all the information about the accounts, loans, products or services you have with us, please let us know and we will explain your options to remove this person or change or terminate the accounts, loans, products or services. We may also be able to offer new or additional accounts, loans, products or services that only you may access (which may require the payment of a fee).

We may charge you a research fee to cover any employee time and other costs involved in addressing your request, or another person's or organization's lawful claim, for information concerning the accounts, loans, products or services you have with us. To avoid or reduce research fees, we encourage you to ask us about and use the online services we offer.

We will not release your information to any person or organization without your consent unless they present us with a valid subpoena, summons, search warrant, court order or other required documentation, or the disclosure of your information is otherwise permissible under applicable law or as specified in the "Privacy Notice"

disclosure. We may charge a fee for our time spent researching the information. You also agree that you will be charged a research fee for addressing any claim you make concerning an *action* or *transaction* on accounts, products or services that is determined to be authorized. Finally, you agree if you are ever obligated to repay us for any fees, costs, losses or liability in connection with any product or service you have or had with us, we may share your information with any associate (including but not limited to credit reporting services, collection agencies or attorneys) assisting us with the collection of your obligation, whether or not you are still a member of the Credit Union.

#### **b. Our Records Govern Account Features**

Depending on the accounts selected, we may provide or make accessible to you a number of *documents* (i.e., periodic statements, information returns, maturity notices, etc.) that contain account information. You may also be able to access information about the account(s) you have with us through an online service we offer. You understand that for confidentiality purposes and data processing constraints, *documents* and online services may not include all the information about the accounts, and do not control the ownership and survivorship features of the accounts you have with us. You agree that only the most recent service form we use (and if applicable previous forms) and/or *our records*, control the number of owners, trustees or fiduciaries on accounts, and the ownership and survivorship features of the accounts. To confirm the specific ownership and survivorship features of an account with us, please contact us, or request a copy of your information or a *document* in *our records*, anytime we are open for business.

#### **14. Accounts May Not be Transferred to Others**

The accounts you have with us are non-negotiable, non-assignable and non-transferable to another person or organization. This means you may not endorse, negotiate, transfer, secure or pledge any account and the funds in any account to a person or organization other than us for any reason. Unless a person's name appears on a service form or is in *our records*, he or she may be denied access to all accounts, products and services and all funds and information pertaining to the accounts, products and services unless otherwise required by law.

#### **15. Notice by Us to You and Notice by You to Us**

We may change the *terms* of the CMSA, which is accessible to you anytime on request and on our website. We will also notify you of any changes or additions to *terms*, rates and fees that affect our accounts, products and services as required by law. Written notice that we provide to you is effective when sent to you at the address or contact information in *our records*. You understand we may rely on the information you provide to us in *our records*, for all *actions* and *transactions* on the accounts, loans, products or services you have with us. You agree we may communicate with and contact you at all addresses, phone numbers and e-mail addresses you provide in *our records*. It is your responsibility to notify us of any changes to this information, and if we accept them, those changes are part of the CMSA. If we are unable to locate or contact you, we may suspend (or terminate) products and services and/or charge you a fee for our attempt to locate you. For multiple owner, trustee or fiduciary accounts, you agree that notice to one owner, trustee or fiduciary is notice to all owners, trustees or fiduciaries.

You may communicate with us about matters pertaining to accounts, loans, products, services, *actions*, *transactions* or any other matter *by any method we allow*. We may require you to notify us about any matter in writing or to confirm the matter in writing. Any written notice from you is effective only when actually received and confirmed by us in writing at BCU, 340 N. Milwaukee Ave., Vernon Hills, IL 60061. You agree your failure to notify us in writing about any matter on our request may have the same effect as if no notice was provided by you about the matter. You also understand that any messages, instructions or recordings (including text messages and e-mails) you leave with us are not effective unless we

agree to them in writing or note that we agree to them in *our records*. You agree it is your sole responsibility to confirm any messages, instructions or recordings that you leave with us in person or by phone during business hours.

#### **16. Periodic Statements: Receipt/Access & Review**

##### **a. Purpose, Receipt of or Access to & Copies of Checks**

We will provide or make accessible to you a periodic statement that shows the *transactions* and may also show *actions* on the accounts, products and services you have with us during the statement period. For multiple owner, trustee or fiduciary accounts you agree that one statement mailed to the address in *our records* or otherwise accessible as requested, is sufficient for all owners, trustees and fiduciaries on the account. To minimize unnecessary losses, please review your statements and the accounts, products and services often, as well as your information that can be reviewed instantly online as we offer. You can learn more about our online services by going to our website or by contacting us during business hours.

If you do not receive or cannot access your periodic statement, unless otherwise required by law, you agree to notify us within fourteen (14) calendar days of the time you regularly receive or can access your statement. This notification will assist you and us in avoiding and reducing losses on the accounts, products and services you have with us. You further agree that your statement is correct for all purposes and we have no liability to you for any *action* or *transaction* on the accounts, loans, products or services unless you notify us within the applicable time periods for unauthorized *transactions*, *actions*, errors or irregularities, as explained in the CMSA or other contracts as applicable. Your statement may also provide you with an opportunity to review all the rates paid on accounts and payments made on loans, and any fees incurred during the period. When a check drawn on an account with us is paid, you understand we own the original of the check. We will make a copy of the check accessible to you on request for which we may charge a fee. You understand that both your statements and copies of checks are accessible to you on the date the statement is mailed to you or when they are accessible to you online as you have requested. If you request an original or sufficient copy of a check, you agree we may provide you with a substitute check or an *electronically-managed* copy of the original check.

##### **b. Your Responsibility to Look for Errors and Fraud**

You are responsible for looking at every statement and notifying us of all unauthorized *actions* and *transactions* on accounts, products and services with us (particularly withdrawals) and any fraud, errors, inconsistencies or irregularities as soon as possible. We may require you to confirm your notification in writing (or as *we allow*) and assist us in addressing the *action*, *transaction*, fraud, error or problem. You are responsible for any altered, forged or unauthorized check drawn on an account you have with us or for errors on the account if: 1) you do not notify us within thirty (30) calendar days of the mailing or accessibility of the statement identifying the matter, or 2) someone could not reasonably detect the fraud (such as the unauthorized use of facsimile signatures). You assume this liability because you, as the drawer of your checks, are in the best position to prevent and detect any altered, forged or unauthorized check drawn on the account. Only you will know the checks you authorized as well as the amount you authorized and can compare the information provided on your statement with your register or records. You agree that our retention of your checks does not affect your responsibility to look at your paper and *electronic* statements and notify us of any and all unauthorized *actions*, *transactions*, fraud, errors or irregularities within the time limits explained in the CMSA, other contracts as applicable or as required by law. The time period for reporting unauthorized EFTs is shown in the Electronic Funds Transfer Disclosure.

##### **c. Actions and Transactions that Appear or are Removed**

On your request, we may agree to allow you to *take actions* and *conduct transactions* on products and services with the assistance

of our employees or the use of our *computer system* (please see Provision 1.e.1)). Depending on the *action* or *transaction*, you understand that some information pertaining to your request may appear on or be removed from your periodic statement (or the online services we offer) and some may not. You understand and agree that if the information pertaining to the requested *action* or *transaction* appears on or has been removed from your periodic statement (or an online service we offer), it provides you with another method to confirm the *action taken* or *transaction*. Should you need to confirm the information pertaining to your request in *our records*, you may contact us anytime we are open for business.

### 17. Exceptions to the CMSA

We may at our discretion and for any reason not prohibited by law, make exceptions to or waive any of the *terms* of the CMSA to serve the best interests of the Credit Union. If we make an exception to the CMSA, you understand it does not affect our right to rely on or apply any of the *terms* of the CMSA in the future. You further understand and agree that we may decline to make an exception to the *terms* of the CMSA based on any reason not prohibited by law.

### 18. Changes and Additions to Products & Services

#### a. Your Changes and Additions

You may *take action* to change any information or matter pertaining to a person, account, product or service as *we allow*. Changes include, but are not limited to, updating addresses, phone numbers and e-mail addresses, revising passwords, codes and PINs, adding or removing beneficiaries/POD payees, adding or terminating overdraft services or online services and adding or removing an owner or trustee (please see the definition of “Change” in Provision 1.d.).

On the request of an owner, trustee or fiduciary to add or remove an owner, trustee or fiduciary on a multiple owner, trustee or fiduciary account, we may require all owners, trustees or fiduciaries consent to the addition or removal of the owner, trustee or fiduciary. When any person is removed from an account, product or service it is your responsibility to change (or request our help in changing) any password, code, PIN or other security identifying number for all the accounts, loans, products or services you have with us, to prevent the person removed from *taking actions* or *conducting transactions* on the products or services. You agree that until you make such a change (or request our help in making such a change) all *actions* or *transactions* on the accounts, loans, products or services conducted by this person with the password, code, PIN or other security identifying number are authorized.

When you request us, or we require you, to *take action* to make a change to an account, product or service, we may require you to sign or authorize a service form to *manage* the changed account, product or service. You understand we may charge a fee for multiple changes to accounts, products or services in a calendar year. If the owner whose SSN is used for IRS reporting purposes on a multiple owner account is removed or is deceased, we may in our discretion permit you to keep the account open. You may request or we may allow you to continue to use the account and your number by completing a new service form or by entering the information in *our records* as *we allow*.

To start a new additional account, loan, product and service, we (or you) may complete a service form, *document* or enter the information in our *computer system*. Once you have reviewed your information you will consent to the *terms* the CMSA (and any other contract) and to the account, loan, product or service (please see Provision 18.a. to see the matters we address for additions of new products and/or services). We may require you to sign or authorize a service form to *manage* the new product or service. If you wish to start new accounts, products or services under a different number (or as *we allow*), we may require you to sign or authorize a service form to *manage* the new product or service.

You agree we may review your account, employment and credit history to confirm your eligibility for any new additional account, loan, product or service we may offer. We may also require additional

information from you to serve any currency needs for the new accounts, loans, products and services you have requested. You understand we may charge a fee for multiple additions to accounts, products or services in a calendar year. You agree for purposes of accuracy that we may subsequently verify and correct, complete or update your information concerning any changes or additions in *our records*. You agree that along with all paper *documents* and any information, all *electronically-managed documents* and your information addressing the change or addition in *our records* are binding on you and us. You agree that for all changes and additions, we may rely exclusively on the CMSA, other contracts as applicable, *our records* and any changes and additions we make to these contracts from time to time.

#### b. Our Changes and Additions

You understand and agree that we may make changes and additions to our products and services as well as changes and additions to the *terms* of the CMSA at any time. We will notify you of changes and additions we make to our products, services, the CMSA and other contracts as applicable as required by law. You understand and agree that you are bound by these changes and additions, and may access the current version of this CMSA and all disclosures by contacting us during business hours, and on our website. If you do not want to be obligated to any change or addition we make to our products, services, the CMSA and other contracts as applicable, you may always terminate the products, services and/or membership you have with us anytime we are open for business as explained in the CMSA and other contract as applicable.

#### c. Changes and Additions to Products and Services Online

We may offer online services that allow you to *take action* to change a product or service, or add a new product or service, you have with us online. For your convenience, we may note your request for the service(s) on a form or enter it in *our records*. These online services may be governed by a contract you agree to online, the CMSA, all other contracts as applicable and *our records*. Should you have any questions about of these services, please contact us at your earliest convenience.

#### d. Changes and Additions to Products and Services by Mail

On your request and for your convenience, we may at our sole discretion mail *documents* with your information to you to make changes or additions to the products and services. We do not advise mailing your confidential information since it exposes you to numerous problems (ID theft, fraudulent *transactions*, etc.). We recommend that you come to the Credit Union at your convenience (or use an online service we offer) to make changes or additions to products and services. In fairness to the members, if you request us to mail your information you agree to take responsibility for all losses, costs and fees that you or we incur as a result of the theft and unauthorized use of your information. Please contact us during business hours for any questions about changes or additions by mail.

#### e. Denial of Additional Products or Services

For your and our protection and/or to *manage* our business, you understand we may deny a requested new additional product or service for any reason not prohibited by law in order to *manage* the business of our Credit Union.

### 19. Lien and Security Interest in Funds

We have a lien on the funds in the account(s) you have with us under federal or state law as applicable. This means we have a right to retain the funds in the account(s) you have with us to pay any debt or obligation owed to us. Additionally, you grant us a contractual security interest in the funds in the account(s), checks and EFTs you have an interest in, which also secures any amount you owe us for any reason. Our lien rights, contractual security interest and any right of set off apply no matter the source of funds in the account, check or EFT, including directly deposited government entitlements or benefits such as Social Security deposits. However, they do not apply to any retirement accounts.

At our discretion, we may apply the funds from an account, check or EFT you have any interest in to pay off your obligations to us without notice to you at any time. You agree that if you owe us money and either you or we have terminated an account, we may re-start the account to collect or obtain money owed to us, and may subsequently terminate the account again. You understand and agree that if you owe us money, our lien rights and security interest also apply to any funds, check or item you deposit to another owner's account. You also agree that if you (or anyone you allow to use the accounts, products or services with us) owe us money and we are uncertain whether our lien rights, security interest or right of set off apply to funds, we may hold the funds as explained in Provision 21.b. If we decide not to enforce our lien or contractual security interest at any time, our non-action is not a waiver of our right to enforce our lien or security interest at a later time. You agree that a security interest granted by or on behalf of any owner of an account will continue to secure that owner's obligation to us even after that owner dies.

## 20. Full Payment Checks for Loans and Obligations

If you are making a payment on a loan or other obligation you owe to us, please direct that payment as explained in the loan agreement or as we otherwise instruct. If you write, endorse or negotiate a check or any item to us that has a "full payment" legend or memo (such as "Paid in Full") or other language intended to indicate full satisfaction of any outstanding obligation, you must deliver the check or other item to the attention of the BCU Legal Counsel at 340 N. Milwaukee Ave., Vernon Hills, IL 60061. Otherwise, any payment you make is accepted with full reservation of our rights to recover any and all outstanding obligations or indebtedness you owe us.

## 21. Third Party Actions and Uncertainty about Funds

### a. Third Party Legal Actions or Matters Concerning You

If a person or organization notifies us of a legal action or other matter concerning you or the accounts, products and services you have with us, we may provide information and pay funds from an account in response to that legal action or matter. Alternatively, we may withhold information and hold funds in an account until the legal action or matter is resolved or we have completed any necessary due diligence. Examples of such actions and matters include, but are not limited to, a levy, garnishment, attachment, claim, court order, litigation, prosecution, investigation or other dispute. All legal actions or matters are subject to our lien rights and contractual security interest in the funds in an account. You understand and agree that we may charge you a research fee for research for any time spent by our employees (or associates) addressing any legal action or matter concerning you or the accounts, products, services you have with us.

### b. Disputes or Uncertainty about Accounts and Funds

If there is a dispute, or we are uncertain who is authorized to access an account or funds in our possession, you agree we may hold the funds, and suspend all *actions* and *transactions* on an account, products and services until all affected persons and organizations agree in writing what should be done with the account or funds, or until we receive appropriate notice or direction from a court or other legal authority instructing us what to do. You understand that a suspension of access to an account, products and services, or a hold on funds, is beneficial to you and us to assure that only an authorized person or organization may access the account or funds. Alternatively, at our discretion we may deposit the funds with a court and ask the court to resolve the dispute or uncertainty. In such instances, we may deduct our attorney fees and court costs from the funds to be deposited with the court. If we deposit the funds with a court, you agree the account may be terminated and that all persons and organizations will need to claim the funds by contacting the court.

## 22. Your Obligations to Us

If we incur any losses, liability or obligation (including reasonable attorney fees), or any other fees, charges, costs, interest, in connection

with an account, loan, product or service we have provided you, or as a result of any *action*, *transaction*, error, dispute, uncertainty, membership or other matter concerning you or any obligated person, you agree that you are jointly and individually liable to us. This means you are responsible for the full repayment of such amounts. If another person is also responsible, we may attempt to collect from that person, but we have no obligation to do so. You understand that if you owe us money and use another owner's account at our Credit Union for a *transaction* and deposit your funds or a check in that account, the funds from the deposit or check are also subject to our lien rights, offset rights, and security interest. You agree we may contact you about any fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees) that you owe to us at all addresses, phone numbers and e-mail addresses you have shared with us by any method of communication you have agreed to. You understand we may report any delinquent obligations you owe to us to account and credit reporting agencies. In some circumstances, federal law requires us to report a cancellation of indebtedness to the IRS even if we still retain the right to collect that debt. If we are required to report a cancellation of a debt to the IRS, we retain the right to collect that debt from you unless we have reached a settlement with you or we are barred by law from collecting the debt. Additionally, you understand that in the event of your death, if you owe us money for any reason, funds held in the accounts you have with us or otherwise may be used to repay your obligations to us before any funds are released to any other person or organization. If either you or we commence legal proceedings to enforce or interpret any of the *terms* of the CMSA, the successful party is entitled to payment by the losing party for any reasonable attorney fees and costs, including those incurred on any appeal, bankruptcy proceeding and post-judgment action, unless otherwise limited or prohibited. You agree to indemnify, defend us against, and hold us harmless from any loss, damage, claim, liability or legal action (including reasonable attorney fees) arising from or related to membership, accounts, loans, products and services and your *actions* and *transactions* on them.

## 23. Our Responsibility for Errors

If we are responsible for an erroneous action or transaction, we may be liable to you for losses up to the amount of the action or transaction unless otherwise required by law, and subject to conditions and limitations set forth in this CMSA. We will not be liable for losses arising from: 1) insufficient funds to complete a transaction, 2) your negligence or the negligence of others, 3) your failure to follow any time limits, deadlines or amount limits as explained in the CMSA, your other contracts and loans with us as applicable, 4) circumstances beyond our control that prevent the performance of an action or transaction (such as natural or other emergencies or problems), 5) occasions where you or we have entered information about an account, loan, product, service, action, transaction or you in our records on your request that you could have reviewed, changed, corrected and/or terminated but failed to do so, or 6) any losses caused by your failure to follow any term of the CMSA, your other contracts or loans with us as applicable. Our conduct in *managing* all products, services, actions and transactions will constitute the use of ordinary care if such conduct is consistent with applicable law, Federal Reserve regulations and operating circulars, clearing house rules and general banking practices followed in the area in which we service our accounts. If we ever disburse an amount of funds greater than you request, you agree to assist us in recovering our funds, including participation in collection, litigation and prosecution. Finally, if you report that an action or transaction on an account, loan, product or service is erroneous or unauthorized, and we determine that the action or transaction was taken, conducted or assisted by your family member, friend or employee, we will investigate your use of ordinary care concerning the action or transaction. If we determine that you failed to use ordinary care concerning the action or transaction on the account, loan, product or service and loss is not covered by the

Electronic Fund Transfer Act, you agree to take responsibility for recovering any loss.

#### 24. Accounts Determined Dormant

Should the balance in any of your accounts fall below the minimum balance we required and you have not *taken action or conducted transactions* on the account, we may consider the account to be dormant and charge an account dormancy fee as stated in the Product Feature, Truth-In-Savings and Service Charge and Fee disclosures.

#### 25. Funds & Checks Presumed Unclaimed Property

If there is no activity on an account, such as deposits and withdrawals, and we are unable to contact you for a specified period of time, state law considers the funds in the account “abandoned” and requires us send the funds to the state as unclaimed property. Once we have sent the funds to the state, the account will be terminated and you will need to reclaim the funds by contacting the appropriate state agency. Similarly, if our cashier’s or teller’s checks are outstanding and unpaid for a specified period of time, state law also considers them “abandoned,” requiring us to send the funds to the state as unclaimed property. If anyone presents our check after the funds have been sent to the state as unclaimed property, he or she will need to seek payment by contacting the appropriate state agency.

#### 26. Termination of Accounts, Products & Services

Any owner on an account, product or service may terminate the account(s), product, or service with us *by any method we allow*. When you request us, or we require you, to terminate an account, product or service, we may require you to sign or authorize a service form. Alternatively, on your request we may agree to *manage* the termination of products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.e.1)).

You agree that you are responsible for any *actions* or *transactions* on an account, loan, product or service until the account, loan, product or service is terminated. You also agree that if we pay any check or transfer on an account you have with us after the account is terminated, you will reimburse us for the amount of the check or transfer, including any fees and costs. If you ask us to change an existing account, product or service, you agree we may require you to terminate and start a new account, product, service and number. We may terminate accounts, products, services or your number with us at any time and, without notice for any reason allowed by law, including but not limited to, 1) the product or service has been discontinued, 2) a request to change a product or service, 3) we are unable to contact you, 4) failure to provide required documentation, information or ID, 5) failure to meet a minimum balance for thirty (30) days, 6) exceeding a limit or an amount set by us, 7) inactive or abandoned products or services, 8) failure to use products or services to justify membership, 9) any lost or stolen check, card or access device, 10) a breach of or unauthorized access to a product or service, 11) overuse of actions on our products or services, 12) business or compliance purposes, 13) to stop or prevent a loss, 14) potential lack of capacity or victim of undue influence, 15) failure to comply with any term of a contract, 16) funds held or offset per a security interest or lien, 17) account and/or funds held for a dispute or uncertainty, 18) unpaid check(s) or EFT(s) for insufficient funds or stop payment orders, 19) deposited item(s) charged back for nonpayment or a claim, 20) a garnishment, levy or similar legal claim or notice, 21) default on any obligation, 22) chronic dissatisfaction with us, 23) disparaging our reputation, 24) limited to a savings account and voting by mail, 25) ineligibility for membership, 26) membership terminated, 27) notification of death, 28) the owner for IRS reporting is removed or deceased, 29) causing us a loss, 30) not voluntarily repaying a loss, 31) anything unethical or unlawful concerning you or your or our business, 32) our belief that an action or transaction may be fraudulent, 33) any alteration, forgery or fraud concerning you or your or our business, 34) any falsification or misrepresentation concerning

you or your or our business, 35) any alleged crime concerning you or your or our business, 36) abuse of or threats to anyone associated with us, or 37) any other reason to manage the business of our Credit Union. We may terminate accounts, products, services or your number with us at any time and, without notice for any reason allowed by law, in order to *manage* the business of our Credit Union.

If we terminate an account, we may deposit the funds into another account you maintain with us, or mail you a check for the balance in the account at an address in *our records*. If we cannot locate you and it is allowed by law, we may remit the funds to a state as unclaimed property. You understand that once accounts, loans, products and services are terminated by you or us, all *actions* or *transactions* will be dishonored or otherwise rejected. You agree that any termination does not release any person or you from any fees, costs, losses, obligations or liabilities incurred on the account, loan, product or service under the CMSA or other contract you have with us as applicable.

#### 27. Termination of Your Membership with Us

Membership at our Credit Union is a privilege granted to you by our members under State law. However, you may end your membership with the Credit Union at any time by providing us with written notice of your desire to end your membership, according to the terms of this CMSA. You understand that ending your membership does not release you of your responsibilities, obligations and liabilities to us under this CMSA.

**In the interest of protecting the assets of the Credit Union and maximizing dividends to members, the board of directors has adopted a policy that provides for expulsion of members who have caused a loss to the Credit Union or who have engaged in actions that put the Credit Union at risk of loss or liability. Expulsion may result, upon board action, for violation of the policy. Please contact the Credit Union to obtain a copy of the Expulsion Policy.**

#### 28. Decedents’ Accounts, Products and Services

##### a. Disbursal of Funds to Representative or Claimant

If you have a one owner account or multiple owner account and have not designated any beneficiaries/POD payees on the account, upon the death of the last surviving owner, the funds in the account may be claimed by the representative of your estate (or a claimant (such as a creditor or relative)) as explained in Provisions 4.a. and 4.b. You agree that any representative or claimant of your estate is bound by the terms of the CMSA. On an owner’s death, we may require any representative of an owner’s estate or other claimant to prove her or his authority and identity with documentation as the representative of the estate or claimant of the funds before we will release the funds held in any account. We may require a representative of an owner’s estate or claimant to indemnify, defend us against and hold us harmless before we will release the funds. We may continue to honor all actions and transactions on an account, product or service until we receive a copy of an owner’s death certificate (or for multiple accounts, copies of all owners’ death certificates), along with proof of the representative’s or claimant’s authority as the representative or claimant of the estate. Every owner also understands that if we honor a claim made on the funds in an owner’s accounts, we may do so by issuing our check payable to the deceased owner’s estate.

##### b. Disbursal of Funds to Beneficiaries and POD Payees

If you have a one owner account or multiple owner account and have designated any beneficiary/POD payee(s) on the account, on your death the beneficiary/POD payee(s) may claim the funds in the account as explained in Provisions 4.a. and 4.b. Before distributing funds from a deceased owner’s account, we may require a certified copy of an owner’s death certificate (or for multiple accounts, certified copies of all owners’ death certificates). In addition, each beneficiary/POD payee may be required to provide us with her or his ID, SSN, birthdate, physical address and other identifying information or documentation as we require (such as a second form of ID, thumbprint or fingerprint, etc.).

Each beneficiary/POD payee also understands that if we honor a claim made by a beneficiary/POD payee or beneficiary's/POD payee's estate representative on the funds in an owner's accounts, we may do so by issuing our check payable to the beneficiary/POD payee or the beneficiary's/POD payee's estate. Finally, every owner and beneficiary/POD payee understands and agrees that if an owner or beneficiary/POD payee owes us money for any reason the funds held in any account or otherwise may be used to repay the obligation(s) to us before any funds are distributed to a beneficiary/POD payee or a beneficiary's/POD payee's estate.

#### **c. Non-Authoritative Requests for Product Information**

You, as an owner, trustee or fiduciary, agree that it is your responsibility to communicate information about the accounts, loans, products and services you have with us to any person(s) you believe should have that information during your lifetime (whether she or he is a representative of your estate, beneficiary/POD payee, family member, significant other, friend, trustee, fiduciary or any other person). You understand we will not be able to provide information or access to any product or service to a person until he or she has first established his or her legal authority to access the information, product or service with us.

#### **d. Our Actions on Notification**

For your and our protection, on notice of your death you agree we may suspend any product or service, begin the process of terminating products, services, number(s) and membership, collecting any outstanding obligations (if any), and preparing to disburse funds (if any) according to the CMSA.

### **29. Waiver of Testamentary Account Distributions**

You understand and agree that it is your sole responsibility (and not our responsibility) to assure that the ownership and survivorship features of the accounts, products and services you have with us, as designated by you in *our records*, accurately reflect your personal, domestic, financial, business and estate planning needs. Matters you may want to consider include, but are not limited to, those created, changed or terminated by marriage, children, grandchildren, adoption, separation, divorce, remarriage, disability, retirement, death or as a result of any agency, power-of-attorney, guardianship, conservatorship, trusts, wills, businesses, corporations, partnership agreements, contracts, indebtedness, etc.

If permitted by applicable state law, you irrevocably waive your rights to make testamentary dispositions from any account, and do so with the understanding that the ownership and survivorship features of an account (such as "multiple ownership of an account with right of survivorship" and "beneficiary/POD payee" designations) control and supersede any inconsistent testamentary disposition. It is your responsibility to assure that the ownership and survivorship features of the accounts, products and services with us accurately reflect and take into consideration your personal, domestic, financial, business and estate planning needs. On your death we may rely exclusively on the CMSA and *our records* concerning all matters that affect the accounts, products and services you have with us.

### **30. The CMSA & State and Federal Law**

Membership, accounts, products and services you have with us are primarily governed by the membership application, this CMSA, *our records* and/or any other contract with us as applicable. They are also governed by the applicable law of the state in which the branch or service center where you started the account in person is located. If you started the account by mail, phone, or our online services (as we offer), the accounts, products and services will be governed by the law of the State of Illinois. Finally, federal law and regulations, Federal Reserve operating circulars, and clearing house rules also govern our accounts, products, and services to the extent applicable. If any *term* of the CMSA conflicts with controlling law, that *term* will be nullified and stricken from the CMSA to the extent that it is inconsistent with the law and the law will govern. If any *term* of the CMSA is declared invalid, unenforceable, unconscionable or unlawful by a court, that *term* will not affect the

validity of any other *terms* of the CMSA, which will continue in full force and effect.

### **31. Arbitration of Claims and Disputes**

**PLEASE REVIEW THIS PROVISION CAREFULLY: IT AFFECTS YOUR LEGAL RIGHTS.**

**Arbitration of a dispute will result in the loss of any right to participate in a class action lawsuit related to the claim arbitrated.**

#### **a. Arbitration Procedures**

**1) Electing Arbitration.** Unless prohibited by law, or if you opt out as provided below, you or we may elect to arbitrate any claim or dispute between you and us arising from or related in any way to this CMSA or to any account, product, or service you have or have had with us. This arbitration provision applies regardless if the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (and not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to any individual action brought in small claims court (or your state court equivalent). Any arbitration hearing will be within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed.

**2) Arbitration Costs.** We will reimburse the amount of filing, case management, administration, and arbitrator fees you're required to pay. Notwithstanding the foregoing, we will not reimburse you for any fees if the arbitrators determine that your claim or dispute was frivolous or baseless. Each party will be responsible for its own fees, including attorneys' fees in any arbitration, except that the arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.

**3) Arbitrators and Arbitration Rules.** The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a panel of three arbitrators. Each party will select an arbitrator within ten days of the filing of the arbitration, with such selected arbitrators selecting the third arbitrator within twenty days of their appointment who will serve as chair of the panel. The arbitrators are bound by the terms of this CMSA and each will be a retired judge or attorney with experience in financial institutions.

**4) Effect of Arbitration Award.** The arbitrators' decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrators.

#### **b. Federal Arbitration Act**

This CMSA is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the U.S. Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrators.

#### **c. CLASS ACTION WAIVER**

**Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration.**

#### **d. General**

**1) Severability; Survival.** Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed and the remaining terms shall be enforced without regard to the invalid or



unenforceable provisions. This arbitration provision shall survive termination of the CMSA.

**2) Available Relief.** This arbitration provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision limits your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

#### e. RIGHT TO OPT OUT

**YOU MAY OPT OUT OF THIS ARBITRATION PROVISION AND THE CLASS ACTION WAIVER BY CONTACTING US VIA THE MESSAGE CENTER IN ONLINE BANKING, CALLING US TOLL FREE AT 1-800-388-7000, OR SENDING A WRITTEN REQUEST TO US AT BCU, ATTN: LEGAL DEPARTMENT, 340 N. MILWAUKEE AVENUE, VERNON HILLS, ILLINOIS 60061 (WHICH MUST INCLUDE YOUR NAME, ADDRESS AND ACCOUNT NUMBER(S)). NOTICE MUST BE RECEIVED WITHIN SIXTY (60) DAYS AFTER THIS CMSA WAS DELIVERED OR OTHERWISE MADE AVAILABLE TO YOU. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR AFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THIS CMSA. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL TERMS OF THIS ARBITRATION PROVISION. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.**

### 32. 3rd Party Website Links

BCU websites may contain hyperlinks to other sites created and maintained by other organizations. When you click those links, you will be leaving the BCU website and viewing alternate web sites not operated by the Credit Union. BCU does not regularly review materials posted on these linked sites and is not responsible for the content on them. BCU does not represent either the third party or the member if the two enter into a transaction. Privacy and security policies may differ from those practiced by BCU. Any decision of web site visitors to view any of the linked web sites is at their own risk.

### 33. Account Maintenance/Change of Address

BCU periodically receives updated member address information from the United States Postal Service National Change of Address (NCOA) database and other USPS databases to help us properly maintain and service the account. If BCU is notified of a change in a USPS database, the account will be updated to reflect the new information (either a new address or non-deliverability at the current address). You will begin to receive statements at your new address on the next statement processing cycle (either monthly or quarterly) after BCU receives notice of the change. Please contact BCU Member Relations immediately at 800-388-7000 in the event that you believe an error has occurred in the servicing of the account.

## Electronic Funds Transfer Disclosure

This Electronic Funds Transfer Disclosure describes your and our rights and responsibilities concerning electronic fund transfers (EFTs). EFTs are electronically initiated transfers of money involving an account with us and multiple access options, including Online Banking, direct deposits, automated teller machines (ATMs), Visa Debit Card (Card), and Telephone Banking services.

### 1. EFT Services

#### a. Automated Teller Machines

You may use your Card and personal identification number (PIN) in ATMs of the Credit Union, Allpoint, Co-op, Alliance One, SUM, Star, ATH, and NYCE networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to the checking and savings accounts you have with us.
- Withdraw cash from the checking and savings accounts.
- Transfer funds between the checking and savings accounts.
- Obtain information about the balance of the checking and savings accounts.

#### b. Direct Deposit

On the instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, we will accept direct deposits by EFT of your paycheck or of federal recurring payments, such as Social Security. You may also receive preauthorized transfers from another member's account with the Credit Union.

#### c. Preauthorized Debits

You may make direct withdrawals by EFT from the checking or regular savings account you have with us to a particular person or company, at least periodically, which you have arranged with that person or company, provided you have enough funds in the account with us to cover the payment.

#### d. Telephone Banking

If we approve your application for telephone access to the accounts you have with us under the Telephone Banking service, you may use a telephone to access the account by calling toll-free at 800-944-8143. You must use your PIN along with the account number to access the accounts. At the present time you may use Telephone Banking to:

- Transfer funds between the accounts you have with us.
- Make loan payments.
- Obtain information about the balance of the account(s).
- Obtain information about the last deposit to the account(s).
- Obtain information about the last deposit to your certificate account(s).
- Obtain information about cleared checks from the account(s).
- Obtain information about the last ten (10) transactions.

#### e. Online Banking

If we approve your application for Online Banking, you may use a personal computer to access the accounts you have with us. The Online Banking service is subject to terms, conditions, and disclosures set forth in a separate agreement.

#### f. Mobile Banking

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Online Banking Service and make such other financial transactions as set forth in the Online Banking Service Agreement using compatible and supported mobile phones and wireless devices ("Wireless Devices"). You agree and understand that the Mobile Banking Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Mobile Banking, the designated accounts and bill payment payees linked to your account through Online Banking will be accessible through Mobile Banking.

For all mobile check deposits using Deposit Anywhere, you must endorse the back of the original paper check with your signature, account number, date, and write, "via Deposit Anywhere" in the endorsement area. If you fail to provide the endorsement, we may refuse the deposit and return it to you. You agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

#### g. Visa Debit Card

You may use your Visa Debit Card to purchase goods and services any place Visa is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from the

checking account. If the balance in the account is not sufficient to pay the transaction amount, we may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or we may terminate all services under the CMSA.

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card. We will honor your debit transactions processed by any of these networks.

Depending on our authorization protocols and network availability, transactions processed over other networks may or may not require you to use your PIN to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. You may instead be asked to sign a receipt or payment authorization. Provisions applicable only to Visa transactions (such as Visa's zero liability protections) will not apply to non-Visa debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

#### **h. Electronic Check Transaction**

You may authorize a merchant or other payee to make a one-time electronic payment from the checking account using information from your check to pay for purchases, pay bills or pay other obligations ("Electronic Check Transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to Electronic Check Transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4 (Member Liability) of this disclosure. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

## **2. Service Limitations**

### **a. Automated Teller Machines**

**Withdrawals.** Cash withdrawals from ATMs are limited to nine (9) per day in combination with checking/savings account(s). You may withdraw up to \$1,210 with our debit card, with the exception of Go Checking which has a limit of up to \$510, in combination with checking/savings accounts (if there are sufficient funds in the account) per business day. For purposes of determining whether you have reached the daily limit, a day ends at midnight.

### **b. Telephone Banking**

Your accounts can be accessed under Telephone Banking via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. Telephone Banking will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear a message directing you to call back. We may limit the number of certain types of withdrawals from some accounts, as described in the "Product Feature, Truth-in-Savings and Service Charge & Fee Disclosure." No transfer or withdrawal may exceed the funds available in an account with us. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

### **c. Zelle Transactions**

For Zelle transactions, limits will be set at the time you use the service, will be disclosed to you prior to your use of the service, and are subject to separate terms and conditions.

### **d. Mobile Banking**

You are fully responsible for understanding how to use Mobile Banking before you actually do so, and you must use Mobile Banking in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. We will not be liable to you for any losses caused by your failure to

properly use Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that we are not liable for delays in updating account information accessed through Mobile Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

### **e. Visa Debit Card**

There are limits on the number of Debit Card purchase transactions you may make based on available account balance, previous transactions, and maximum daily dollar limits.

Point of Sale (POS) transactions are subject to the following limitations:

- You may make no more than 40 purchases per day; and
- You may not exceed \$2,000 for PIN purchases and \$10,000 in signature purchases per day, excluding Go Checking account debit cards which may not exceed \$1,000 for PIN purchases and \$2,000 in signature purchases per day.

We reserve the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the Debit Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of a Card and Account with us are subject to the following conditions:

**1) Ownership of Cards.** Any Card or other device that we supply to you is our property and must be immediately returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer the Card or Account to another person.

**2) Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to the account with us in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

**3) Visa Account Updater Service.** The account you have with us is automatically enrolled in the Visa Account Updater Service (VAU). The service is provided as a benefit in order to facilitate uninterrupted processing of recurring charges you have authorized. Under the VAU service, if you have authorized a participating merchant to bill your Card for recurring payments, your new Card number and expiration date will automatically be sent to that merchant if we change your Card number (i.e. when replacing a lost or stolen Card). Card numbers are only supplied to merchants who participate in the VAU service. Because not all merchants participate in the VAU service, you should still notify each merchant when your Card number changes in order to permit recurring payments to continue to be charged to the account. You may opt out of the VAU service at any time by calling us at 800-388-7000.

**4) Currency Conversion; International Transaction Fee.** Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions, as established by Visa International, Inc., is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee as set forth in the “Product Feature, Truth-in-Savings and Service Charge & Fee Disclosure” for any card transaction at a location in a foreign country or with a merchant located in a foreign country even if you initiate the transaction from within the United States.

### 3. Security of Personal Identification Number

The Personal Identification Number (PIN) is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on the accounts with us. If you authorize anyone to have or use your PIN, that authority will continue until you specifically revoke such authority by notifying us. You understand that person may use the online account access, online services or debit card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature in authorizing transactions.

If you authorize anyone to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying us and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs and we suffer a loss, we may terminate your electronic fund transfer and account services immediately.

### 4. Member Liability

You are responsible for all transfers you authorize using your EFT services as explained in this disclosure, which is part of the CMSA. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of the accounts you have with us. However, tell us at once if you believe anyone has used the account, Card or PIN and accessed the accounts with us without your authority, or if you believe an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For Visa Debit Card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses, provided you were not negligent or fraudulent in handling the Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions except Electronic Check Transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed the account with us without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of the account or EFT service, and we can prove that we could have stopped someone from accessing the account without your permission if you had told us, you could lose as much as \$500. In no event will you be liable for more than \$50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows EFTs that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or accessible to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from

telling us, we will extend the time periods. If you believe that someone has used the Card or PIN without your permission or you have lost your Card, call us toll-free at 800-388-7000 or write: BCU, 340 N. Milwaukee Ave., Vernon Hill, IL 60061.

### 5. Business Days

Our business days are Monday through Friday. Federal and local are not included.

### 6. Fees for EFT Services

There are certain fees for EFT services, as described on the Rate and Fee Disclosure. We reserve the right to impose fees at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to fees under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from the account with us if you elect to complete the transaction.

### 7. Right to Receive Documentation

#### a. Periodic Statements

All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter. If you have an EFT transaction, you will receive a statement monthly.

#### b. Preauthorized Credits

If you have a direct deposit made to the account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use our Telephone Banking Service or Online Banking or you can call us at 800-388-7000 to find out whether or not the deposit has been made.

#### c. Terminal Receipt

You may get a receipt at the time you make any transaction of more than \$15 using an ATM, POS terminal or Visa Debit Card.

### 8. Account Information Disclosure

We will maintain the confidentiality and privacy of your information in accordance with our Privacy Notice. We will disclose information to third parties about the account or the transfers you make in the following circumstances:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us your written permission.

### 9. Our Liability for Failure to Make Transactions

If we do not complete a transfer to or from an account with us on time or in the correct amount according to the CMSA, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, or by internet browser providers such as Microsoft (Microsoft Internet Explorer), Apple (Safari), Mozilla (Firefox), Google (Chrome) or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online Banking service and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is

limited to the extent permitted by applicable law. We will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction, the account is closed or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if our Online Banking system was not properly working and such a problem should have been apparent when you attempted such a transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use a Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent the transaction.
- If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- If the error was caused by a system beyond our control such as your Internet Service Provider, any computer virus, or problems related to software not provided by us.
- If you have not given us complete, correct, and current instructions so we can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain a Card in certain instances, in which event you may contact us about its replacement.

We may establish other exceptions in addition to those listed above.

### 10. Termination of EFT Services

You agree that we may terminate your use of any EFT services if you, or any authorized user of an account or PIN, breach any term of the CMSA, or if we have reason to believe that there has been an unauthorized use of a Card, account or identification code.

You or any other party to the account can terminate your use of any EFT services by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of EFT services will not affect the rights and responsibilities of the parties under the CMSA for transactions initiated before termination.

### 11. Preauthorized Electronic Fund Transfers

#### a. Stop Payment Rights

If you have arranged in advance to allow a third party to make regular EFTs from the account(s) with us for money you owe them, you may stop payment of these preauthorized transfers from the account. You must notify us verbally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. We may require written confirmation of the stop payment order of any verbal notification.

#### b. Notice of Varying Amounts

If regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.

#### c. Liability for Failures on Preauthorized Transfers

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### 12. Notices

We reserve the right to change the terms of our EFT services. We will mail or make accessible a notice to you at least twenty-one (21)

days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the account with us and any future changes to those regulations.

### 13. Statement Errors

In case of errors or questions about EFTs, telephone us at 800-388-7000 and send us a written notice. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

- Tell us your name and account number.
- Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your feedback or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your feedback or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit the account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your feedback or question in writing and we do not receive it within ten (10) business days, we may not recredit the account.

If we decide after our investigation that an error did not occur, we will notify or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

### 14. ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is complete, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your Personal Identification Number or code on your card.
- Report all crimes to law enforcement officials immediately.

## Funds Availability Disclosure

This policy applies to checking accounts. Deposits to other accounts may be subject to longer holds in our sole discretion.

## 1. General Policy

Our policy is to make funds from your deposits available to you on the first business day after we receive your deposit. Funds from cash or electronic deposits may be available immediately. Funds from deposits made at automated teller machines (“ATMs”) will not be available until the second (2nd) business day after the day of your deposit, but the first \$225 from such deposits will be available on the first business day. Funds from deposits made at automated teller machines (“ATMs”) we do not own or operate may not be available until the fifth (5th) business day after the day of your deposit, but the first \$225 from such deposits will be available on the first business day. ATMs that we own or operate are identifiable by our name displayed on the ATM. Funds from deposits made at Shared Branching locations, may not be available until the second (2nd) business day after the day of your deposit, but the first \$225 from such deposits will be available on the first business day after the day 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 Saturdays, Sundays, and Federal Holidays. If you make a deposit on or before 3:00 p.m. local time at the Credit Union Service Center (or ATM before on or before 1:00 p.m.), on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our closing (or ATM after 1:00 p.m.) or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

## 2. Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first (1st) business day. If we are not going to make all of the funds from your deposit available on the first (1st) business day, 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 by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

## 3. Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in the account you have with us. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## 4. Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into the account an additional number of days under certain circumstances. Federal law provides for exception to the federal funds availability schedules when:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn the account repeatedly in the last six (6) months.

- There is an emergency, such as failure of communications 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 (7th) business day after the day of your deposit.

## 5. Special Rules for New Accounts

The following rules may apply during the first thirty (30) days the account is open:

- a. Funds from electronic direct deposits will be available on the day we receive the deposit.
- b. Funds from deposits of wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first (1st) business day after the day of the deposit if the deposit meets certain criteria (for example, the check must be payable to you). The excess over \$5,525 may not be available until the seventh (7th) business day after the day of your deposit.
- c. Funds from all other check deposits may not be available until the seventh (7th) business day after the day of your deposit. Only the first \$100 will be available on the next business day. The remaining funds may not be available until the seventh (7th) business day after the day of your deposit.

## 6. Foreign Checks

Checks drawn on financial institutions located outside the United States are not subject to these policies. Such checks must be specifically identified and processed. Generally, availability of funds from foreign check deposits will be delayed until we have collected the funds from the institutions on which they are drawn.

## Important Information for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, the U.S.A. Patriot Act 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, physical address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We will let you know what additional information is required.

## Privacy Notice

Revised January 2023

FACTS	<b>WHAT DOES BCU DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the accounts, products or services you have with us. This information can include: <ul style="list-style-type: none"> <li>• Name, address, Social Security Number, and income</li> <li>• Account balances and payment history</li> <li>• Credit history and credit scores</li> </ul>
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons BCU chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does BCU share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain the account(s) you have with us, respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	We do not share

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call toll-free at 800-388-7000, visit the credit union or mail in the form below.</li> </ul>
<p><b>Please Note:</b> If you are a <i>new</i> member, we can begin sharing your information [30] days from the date we sent you this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p> <p><b>If you have questions, call us at toll-free at 800-388-7000 or visit us online at <a href="http://www.bcu.org">www.bcu.org</a>.</b></p>	

Mail-In Form			
If you are on a multiple owner account, your choice(s) will apply to everyone on the account.	Do not share my personal information with your affiliates to jointly market to me.		
	Name		Account No.
	Address		
	City, State, ZIP		
	<b>Mail to: BCU, 340 North Milwaukee Avenue, Vernon Hills, IL 60061</b>		

<b>Who We Are</b>	
Who is providing this notice?	BCU.

<b>What We Do</b>	
How does BCU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and buildings, procedural safeguards and safe record storage. We will continue to review and modify our security controls in the future to deal with changes in products, services and technology.
How does BCU collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• open an account</li> <li>• apply for a loan</li> <li>• use your credit or debit card</li> <li>• pay your bills</li> <li>• make deposits to or withdrawals from the accounts you have with us</li> </ul> We also collect your personal information from others, including credit bureaus or other companies.
Why can't I limit all sharing?	Federal law only gives you the right to limit: <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on the account you have with us.

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>BCU has the affiliates, Wealth Advisors, LLC. and Life.Money.You., LLC.</i></li> </ul>
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>BCU does not share with non-affiliates so that they can market to you.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include insurance companies, credit and debit card companies, mortgage companies, investment and brokerage firms, and other types of financial product and service companies.</i></li> </ul>

For additional information about our Privacy Policy and practices, please refer to [www.bcu.org/Legal/Privacy-Policy](http://www.bcu.org/Legal/Privacy-Policy).

California Residences – We share information in accordance with California law. Please refer to the Privacy Policy for California Residents on our website.

## Product Feature, Service Charge and Fee Disclosure

This Disclosure sets forth current conditions, fees, penalties and charges applicable to your Savings, Checking, and Certificate Accounts at BCU at this time. The Credit Union may offer other product features and fees or amend the product features and fees contained in this schedule from time to time. Each account holder agrees to the terms set forth on this Product Feature Disclosure and the Truth-in-Savings and Service Charge and Fee Disclosure that follow and acknowledges that these disclosures are part of the Deposit Account Agreement. The current rates for these accounts are found on the rate sheet that accompanies this Disclosure and on our Web site at [www.bcu.org](http://www.bcu.org).

### Product Feature Disclosures

#### Regular Savings

Minimum Opening Balance	\$1.00
ATM Excessive Withdrawal Fees	None
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Requirements to Earn Dividends	None

#### *Other Monthly Requirements/Conditions & Penalties*

Six (6) withdrawal transactions per month allowed. If you exceed the transfer or withdrawal limitations set forth above, the account may be subject to a \$3 excessive withdrawal fee for each transaction that exceeds the monthly six transaction limit and closure by BCU.\*

#### Rainy Day Savings™

Minimum Opening Balance	None
ATM Excessive Withdrawal Fees	N/A
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Minimum Requirements to Earn Dividends	

\$25.00 deposit or account will earn the Regular Savings rate for that month.

#### *Other Monthly Requirements/Conditions & Penalties*

Rainy Day Savings is a tiered, dividend-bearing account based on qualifying activity and balance. To qualify for the stated APY, a deposit must be made monthly of at least \$25.00. The specified Dividend Rate for each tier will apply only to the portion of the account balance that is within that tier. The annual percentage yields, which vary depending on the balance in the account, are shown for each tier. During the first calendar month the account is opened only, a member may deposit up to \$50,000.00. Deposits exceeding the first month maximum deposit will be transferred to the member's Regular Savings account. After the first month, monthly deposits are unlimited. Balances above \$25,000.00 and up to \$50,000.00 will earn a different rate as posted. Balances above \$50,000.00 will earn a different rate as posted. For months in which the minimum deposit requirement is not fulfilled, the Regular savings rate will be paid. Rates are subject to change without notice. An allowance of four withdrawals are permitted each calendar year, any additional withdrawals will result in a \$25 excessive withdrawal fee which may reduce earnings. Rainy Day Savings is available as a personal account only and limited to one account per member.

#### Loan Payment Savings

Minimum Opening Balance	None
ATM Excessive Withdrawal Fees	N/A
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Requirements to Earn Dividends	None

#### *Other Monthly Requirements/Conditions & Penalties*

Up to six (6) withdrawals per month allowed. If you exceed the transfer or withdrawal limitations set forth above, the account may be subject to closure by the Credit Union.\* Account Withdrawals are limited to funds that exceed the amount of the next loan payment.

#### Holiday Club

Minimum Opening Balance	None
ATM Excessive Withdrawal Fees	N/A
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Requirements to Earn Dividends	None

#### *Other Monthly Requirements/Conditions & Penalties*

Up to six (6) withdrawals per month allowed. If you exceed the transfer or withdrawal limitations set forth above, the account may be subject to closure by the Credit Union.\* The entire balance will be paid to you by check or transferred to another account you have with us on or after November 1 and the account will remain open. If any withdrawal is made from this account before the end of the club term, then the account will be closed and a \$15 penalty will be assessed. This fee will not apply if the withdrawal is made within the last two weeks of October.

#### Miscellaneous Savings/Vacation Club

Minimum Opening Balance	None
ATM Excessive Withdrawal Fees	N/A
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Requirements to Earn Dividends	None

#### *Other Monthly Requirements/Conditions & Penalties*

Up to six (6) withdrawals per month allowed. If you exceed the transfer or withdrawal limitations set forth above, the account may be subject to closure by BCU.\*

#### Go Checking

Minimum Opening Balance	None
ATM Excessive Withdrawal Fees	None
Minimum Balance to Earn Annual Percentage Yield	N/A
Dividends Compounded and Credited	N/A
Monthly Requirements to Earn Dividends	N/A

#### Simply Checking

Minimum Opening Balance	None
ATM Excessive Withdrawal Fees	None
Minimum Balance to Earn Annual Percentage Yield	N/A
Dividends Compounded and Credited	N/A
Dividend Period	N/A
Monthly Requirements to Earn Dividends	N/A



**PowerPlus Checking**

Minimum Opening Balance	None
ATM Excessive Withdrawal Fees	None
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly

Monthly Requirements to Earn Dividends and unlimited non-BCU ATM fee reimbursements up to \$5.00 per transaction:

To earn dividends and unlimited non-BCU ATM fee reimbursements up to \$5.00 per transaction, your account must meet all three requirements monthly to qualify for Level 1 or Level 2. Please note, ATM surcharge fees are covered up to \$5.00 per transaction, any remaining ATM surcharge fee over \$5.00 will not be reimbursed. To achieve Level 1, you must have direct deposits totaling at least \$1000 into your PowerPlus Checking account on an ongoing monthly basis, enrollment in eStatements and completion of at least fifteen (15) qualified transactions. To achieve Level 2, you must have direct deposits totaling at least \$3000 into your PowerPlus Checking account on an ongoing monthly basis, enrollment in eStatements and completion of at least thirty (30) qualified transactions. Qualified transactions include any combination of the following: BCU Debit Card PIN, Debit Card signature, credit card purchases, Online Bill Pay or ACH payments, which will apply toward the monthly transaction requirements in the month they post to your account. Credit card transactions that post on the last day of the month will be applied toward the following month's transaction total.

*Other Monthly Requirements/Conditions & Penalties.*

This is a tiered rate account. Balances up to \$15,000 will earn the stated higher rate based on Level 1 or Level 2 qualifications and the portion of the balance over \$15,000 will earn the stated lower rate. See rate sheet or website for current rates. PowerPlus Checking is available as a personal account only and is limited to one account per member.

**Money Market**

Minimum Opening Balance	None
ATM Excessive Withdrawal Fees	N/A
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Requirements to Earn Dividends	None

*Other Monthly Requirements/Conditions & Penalties*

This is a tiered rate account. See rate sheet. Six (6) withdrawal transactions per month allowed. If you exceed the transfer or withdrawal limitations set forth above, the account may be subject to a \$3 excessive withdrawal fee for each transaction that exceeds the monthly six transaction limit and closure by BCU.\*

**IRA Money Market**

Minimum Opening Balance	None
ATM Excessive Withdrawal Fees	N/A
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Requirements to Earn Dividends	None

*Other Monthly Requirements/Conditions & Penalties*

Withdrawals or transfers to another account may be taxable depending on the nature of the distribution. Tax withholding may be required, subject to current IRA rules. Please consult your advisor on the tax implications of a distribution prior to making a withdrawal or transfer.

**Certificate, Traditional and Roth IRA, Coverdell Educational Savings**

Minimum Opening Balance	\$500
ATM Excessive Withdrawal Fees	N/A
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly

Monthly Requirements to Earn Dividends None

*Other Monthly Requirements/Conditions & Penalties*

Multiple terms available. See rate sheet. Early withdrawal penalties apply. See 6.d. in Truth-in-Savings disclosures. For tax deferred accounts, withdrawals or transfers to another account may be taxable depending on the nature of the distribution. Tax withholding may be required, subject to current IRA rules. Please consult your advisor on the tax implications of a distribution prior to making a withdrawal or transfer.

**No Penalty CD**

Minimum Opening Balance	\$500
ATM Excessive Withdrawal Fees	N/A
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Requirements to Earn Dividends	None

*Other Monthly Requirements/Conditions & Penalties*

Multiple terms available. See rate sheet. The Annual Percentage Yield (APY) assumes that dividends will remain in the account until maturity. You may withdraw all your money including dividends earned, without any penalties, any time after the first six (6) days following the date you funded the account. Withdrawals are not permitted during the first 6 days following the date you fund the account.

**For all accounts with transaction limitations:**

\* The date we use to determine the number of transactions is the date a transaction is posted to (actually credited to or debited from) an account, rather than the date you initiate the transaction. If you exceed this limit, we may refuse or reverse the transaction, and we may impose a charge as specified in the listing of service charges provided below. If you repeatedly exceed this limit, we may terminate the account.

## Truth-in-Savings Disclosures

As explained in the CMSA, this Truth-in-Savings Disclosure applies to all the accounts we offer, except as specifically described below:

### 1. Rate Information

The current Dividend Rate and Annual Percentage Yield (APY) on the accounts you have with us are set forth on the rate sheets and Web site. For all accounts except certificates, the Dividend Rate and APY may change at any time as determined by us. Preferred Interest Checking and Money Market accounts are Tiered Rate Accounts. The Dividend Rate for a particular tier will apply to the entire account balance if the account balance is within the balance range for that tier. PowerPlus Checking and Rainy Day Savings are tiered rate accounts. The Dividend Rate and APY for a particular tier will apply only to the portion of the account balance within the specific tier. The Dividend Rates and APYs on the rate sheet or website are the prospective rates as of the effective date shown above. For Certificate Accounts, the Dividend Rate and APY are fixed and will be in effect for the term of the account. For Certificate accounts, the APY is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

### 2. Nature of Dividends

Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The Dividend Rate and APY set forth on the rate sheet or website are the rates and yields for the last dividend period as set forth above.

### 3. Compounding and Crediting

Dividends will be compounded and credited as set forth above. For dividend bearing accounts, the Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

### 4. Accrual of Dividends

Dividends will begin to accrue on non-cash deposits (e.g., checks) on the day after you make the deposit to the account. If you close the account before accrued dividends are credited, accrued dividends will not be paid.

### 5. Balance Information

The minimum balance required to start each account and earn the stated APY is set forth in the rate sheet. If you do not maintain the minimum balance, you will not earn the stated APY. For Money Market and Certificate accounts, dividends are calculated by using the Daily Balance method, which applies a daily periodic rate to the balance in the account each day. For all other accounts, dividends are calculated by the Average Daily Balance method, which applies a period rate to the average balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

### 6. Certificate Account Features

#### a. Rewards Rates

To qualify for Rewards Rates two out of the three requirements must be met at the time of starting the certificate: 1) have an active checking account with direct deposit of \$500 per month into a BCU checking account, 2) have a total share balance of \$25,000 or 3) have a qualifying loan in good standing. Qualifying loans include mortgage, home equity, auto and credit card. Any BCU loan that is not in good standing will disqualify you from Rewards Rates. The No Penalty CD is not eligible for Rewards Rates.

#### b. Account Limitations

After you start the account, you may not make additional deposits to a Certificate Account.

#### c. Maturity

The Certificate Account you have with us will mature on the maturity date identified on your Account Receipt or Renewal Notice.

#### d. Early Withdrawal Penalty

For all certificate accounts except the No Penalty CD, we may impose a penalty if you withdraw any of the principal of the Certificate account before the maturity date. You may withdraw all funds including dividends from a No Penalty CD account without penalty any time after the sixth day following the date the account is funded.

**1) Amount of Penalty.** The amount of the penalty is 30 days dividends on the amount withdrawn if the account term is one year or less, 90 days dividends on the amount withdrawn if the account term is between one and two years, 180 days dividends on the amount withdrawn if the account term is between two and three years, and 270 days dividends on the amount withdrawn if the account term is greater than three years.

**2) How the Penalty Works.** The penalty is calculated as a forfeiture of part of the interest that has been or would be earned at the nominal interest rate on the account. It applies whether or not the interest has been earned. In other words, if the account has not yet earned enough interest or if the interest has already been paid, the penalty will be deducted from the principal.

**3) Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: when an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.

#### e. Renewal Policy

Certificate accounts are automatically renewable accounts. Automatically renewable accounts will renew for another term upon maturity. You have a grace period of ten days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

#### f. Nontransferable/Nonnegotiable

The account(s) you have with us is/are nontransferable and nonnegotiable. This means that an account and the funds in the account may not be pledged to secure any obligation of an owner, except obligations with the Credit Union.

## Service Charge and Fee Schedule

### GENERAL TRANSACTIONS ACCOUNT FEES

Replace Lost Debit /Credit Card PIN Fee.....	\$5
Replace Lost Debit /Credit Card Fee.....	\$10
Rush Debit Card Fee.....	\$20
Rush Credit Card Fee	
2 day delivery .....	\$20
Next Day Delivery.....	\$30
Deposited Checks and Other Items Returned Unpaid Fee ..	\$15
Non-Sufficient Funds (NSF) Fee* .....	\$29

*\*An NSF fee is charged each time an item is presented against insufficient funds. The payee (or the payee's institution) may re-present a previously returned item. Each presentment against insufficient funds will result in a separate fee.*

Dormant Account Fee .....	\$25
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*The Dormant Account Fee is charged quarterly if there has been no member-initiated account transaction or correspondence with the Credit Union for twelve consecutive (12) months or more, and the total account balance is less than \$1,000. The account will be closed once the cumulative share balance reaches \$0.00. The Dormant Account Fee will not be charged for accounts with active mortgages or credit card loans; all other open loans, share certificates, IRAs, Investment Advisors accounts; or if the primary member is under 21 years old.*

Savings and Money Market Account Excessive Withdrawal Fee (For each withdrawal or transfer in excess of six during the month.).....	\$3
Holiday Club Account Early Withdrawal Fee .....	\$15
Rainy Day Account Excessive/Early Withdrawal Fee .....	\$25
Undeliverable Statement Fee .....	\$7

### GENERAL TRANSACTION SERVICE CHARGES

Courtesy Payment service charge (each transaction that results in the available balance in the account being negative by more than \$100/limit. 3 Courtesy Payment fees per checking account, per day) .....	\$29
Same Day and Next Day Online Bill Payments .....	\$15.00 each
Personalized BCU Travel Cards .....	\$3.50 per card
Non-personalized BCU Travel Cards .....	\$2.50 per card
Overnight shipping .....	\$20
Immigration Letter .....	\$25
Money Order (up to \$1,000) .....	\$1.75
Check Cashing If no Compensating Balance .....	\$1 per \$100 (min \$5)
Counter Check Made Payable to a Third Party .....	\$3
Cashier's Check .....	\$3
Copy of Check ( <b>FREE</b> through online banking) .....	\$2 per copy
Copy of Statement ( <b>FREE</b> through online banking) .....	\$2 each
Account Activity Printout .....	\$2 each
Account Research.....	\$20 per hour
Stop Payments (all items) .....	\$25
Wire Transfer Domestic (outgoing) .....	\$35
Wire Transfer International (outgoing) .....	\$45
Western Union Domestic (outgoing) .....	\$25
Western Union International Under \$500 (outgoing) .....	\$35
Western Union International Over \$500 (outgoing) .....	\$50
International Transaction Fee .....	1% of transaction amount
<i>This fee applies to any debit card transaction made at a location in a foreign country, or payable to a merchant located in a foreign country even if you initiate the transaction from within the United States.</i>	
Phone Pay .....	\$20
Foreign Check Collection Item.....	\$20
Currency Exchange .....	\$10.00 per order

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## Our Helpful Overdraft Services

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### 1. What You Need to Know about Us Paying Your Overdrafts and Our Overdraft Fees

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An **overdraft** occurs when the available balance of funds in the account you have with us is inadequate to cover a check or electronic transaction (such as with your debit card or through an ATM), but we elect to pay it anyway.

We can cover your overdrafts in two different ways:

1. We have **standard overdraft practices, called Courtesy Payment Service**, that come with the account. They are covered in Provision 6.i. and this notice.
2. We also offer an **overdraft protection service** that draws funds from a savings or loan account you have with us, which may be less expensive than our standard overdraft practices. To learn more, ask us about these services or our overdraft plans or read about them in Provision 6.i. and this notice.

This notice explains our **Courtesy Payment Service practices**.

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### 2. What are the Courtesy Payment Service practices that come with the account?

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We **do** authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using the checking account number
- Automatic bill payments

We **do not** authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday (individual, non-recurring) debit card transactions

We pay overdrafts at our discretion, which means we **do not guarantee** that we will always authorize and pay any type of transaction.

If we **do not** authorize and pay an overdraft, your transaction will be declined.

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### 3. What fees will I be charged if you pay my overdraft(s)?

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While there is no charge to authorize us to pay your overdrafts, under our **Courtesy Payment Service practices**:

- We will charge you a fee of **\$29.00** each time we pay an overdraft. However, you will not be charged for any transaction that brings your account negative \$100.00 or less.
  - There is a limit of three (3) Courtesy Payment Fees that the CU will charge per day, per account).
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### 4. To authorize and pay overdrafts on your ATM and everyday debit card transactions

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If you want us to authorize and pay your overdrafts on ATM and everyday debit card transactions drawn on the account(s) you have with us, you have to opt-in to this service in one of three ways:

1. During your initial account enrollment on our New Membership Application, you can review and agree to the terms of the service;
2. At any time, you can log into online banking and select the Courtesy Payment widget. In the widget, you can review the terms of the service and opt in to or out of the service; or
3. At any time, you can visit a branch location and opt in to or out of the service