



**Please refer to the attached disclosures for Important Information about your Business Membership and Accounts.**

**Important Disclosures and Account Information**

1. Business Account Rate and Fees Disclosure
  - » Details about your accounts
2. Truth In Savings (TIS): Savings and Checking
  - » Details about your Custom Savings Account (if applicable)
3. Business Membership and Account Agreement
  - » Updated Membership and Account Agreement for our Business Members
4. Funds Availability Policy Disclosure
  - » Information about funds availability for deposits made at our branches



EFFECTIVE 1/2/2026

877.ASK.CCCU  
877 (276.2228)  
[www.myconsumers.org](http://www.myconsumers.org)



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## BUSINESS DEPOSIT ACCOUNT RATES

### Savings Account Information

Account Name	Minimum Deposit to Open	Minimum Collected Balance to Earn the Stated APY	Dividend Rate (%)	Annual Percentage Yield (APY) %
Business Savings	\$5	\$0	0.05%	0.05%
Business Money Market	\$5	\$0.00 - \$499.99	0.00%	0.00%
		\$500 - \$24,999.99	0.65%	0.65%
		\$25,000 - \$99,999.99	0.75%	0.75%
		\$100,000 - \$249,999.99	2.05%	2.07%
		\$250,000 - \$499,999.99	3.05%	3.10%
		\$500,000+	4.05%	4.13%

### Checking Account Information

Account Name	Minimum Deposit to Open	Earn the Stated APY	Dividend Rate (%)	(APY) %
Power Business Checking	\$5	\$0.01 +	0.05%	0.05%
Community Checking	\$5	\$0.00 - \$499.99	0.00%	0.00%
		\$500 +	0.05%	0.05%

### Certificate Information

Business and personal rates are the same. See Truth-in-Savings Disclosure.

Rates subject to change daily

# Business Account Fee Schedule

EFFECTIVE 1/2/2026

All prices are subject to change.

## Business Checking Pricing Guide

*Checking fees assessed approximately 12 days after the end of the month*

### FREEDOM BUSINESS CHECKING

Minimum deposit to open	\$5
Monthly maintenance fee	\$0
Monthly transactions at no charge	100
<i>Based on the aggregated volume of deposits, deposited items, paid items, ACH credit, ACH debits, and RDC items</i>	
Excess transaction item fee	\$0.25

### POWER BUSINESS CHECKING

Minimum deposit to open	\$5
Monthly maintenance fee	\$20
Average daily balances to offset maintenance fee	\$5000
Monthly transactions at no charge	500
<i>Based on the aggregated volume of deposits, deposited items, paid items, ACH credit, ACH debits, and RDC items</i>	
Excess transaction item fee	\$0.25
Balance earns dividends	see business rate schedule for current rate

### CHOICE COMMERCIAL CHECKING

Monthly maintenance fee	\$15
<i>An earnings credit is applied to offset monthly fees. Subject to change at any time.</i>	
<i>Contact Member Business Services at 877.275.2228 for further information.</i>	

### COMMUNITY CHECKING

Minimum deposit to open	\$5
Monthly maintenance fee	\$0
Monthly transactions at no charge	300
<i>Based on the aggregated volume of deposits, deposited items, paid items, ACH credit, ACH debits, and RDC items</i>	
Excess transaction item fee	\$0.25
Additional benefits	dividends paid on balances over \$500

## Business Savings and Money Market Pricing Guide

### BUSINESS SAVINGS

Monthly maintenance fee	\$5
Daily balances to offset maintenance fees	\$100
<i>Assessed if balance falls below minimum, no other account relationships exist, and no activity for over one year</i>	
<i>Balance earns dividends</i>	
Balance earns dividends	see business rate schedule for current rate

### BUSINESS MONEY MARKET

Monthly maintenance fee	\$5
Daily balances to offset maintenance fees	\$500

## Limitations on all Money Market and Savings Accounts

The total withdrawal transactions for all Money Market and Savings accounts are limited to a maximum of six (6) transactions per calendar month. This includes checks, withdrawals using a debit card, overdraft transfers or payments, and automatic or electronic withdrawals such as ACH withdrawals or bill payments. Withdrawals made in person or ATM are excluded. The Credit Union will impose an excess withdrawal fee of \$5.00 for each transaction exceeding these limitations.

## General Fees

Account Research	\$20/hour
ATM, CCU	No charge
ATM, non-CCU	No charge, surcharge fees may apply
<b>ATM/Debit Card</b>	
International transaction, multiple currency	....1% of purchase amount
International transaction, single currency	....0.8% of purchase amount
Address	\$10
Cashiers Checks	\$5
Copy of a cashiers check	\$5
Copy of a check	\$3
Copy of a deposited check	\$3
Debit card replacement with expedited shipping	\$25
Foreign Checks	\$20
History printout, each month after 3	\$5
History printout, up to 3 months	\$5
Inactive Account Fee	\$5/month/account
	\$100
Money Orders	\$5
Non-member On-Us check cashing	\$10
Overdraft	\$ 0
Overdraft Transfer Service	\$10
	0
Returned Statement/month	\$10
Statement reconciliation	\$20/hour
Statements, online banking	No charge
Statements, paper	\$5/month
Stop Payment	\$30

## Business Online Banking

ACH file reversal	\$10
ACH NOC	\$5
ACH returned item fee	\$5
Bill payment, up to 40/month	No charge
Bill payment, after 41+	\$0.50 each
Bill payment, expedited via ACH	\$9.95
Bill payment, expedited via check	\$14.95
Business online banking, first 2 users	No charge
Business online banking, each user after 2	\$5/month
Stop Payment	\$30

## Wires

Domestic incoming	\$10
Domestic outgoing	\$30
International incoming	\$10
International outgoing	N/A

## Member Business Services (additional fees apply)

ACH Debit Block	Merchant Services
ACH Origination	Remote Deposit Capture
ACH Positive Pay	Reverse Positive Pay
Business Credit Cards	
Check Positive Pay	Zero Balance Account
Loan Sweep	

Rev 1/2/2026 CCU Compliance



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# TRUTH-IN-SAVINGS DISCLOSURE

**Effective Date:**  
January 2, 2026

The rates, fees and terms applicable to your account at Consumers Credit Union are provided with this Truth-in-Savings Disclosure.  
The Credit Union may offer other rates for these accounts from time to time.

## RATE SCHEDULE

ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate / Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Balance to Open	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Calculation	
Membership Share Savings (S00)	0.03% / 0.03%	Monthly	Monthly	Monthly (calendar)	5.00	---	---	Daily Balance	Account transfer & withdrawal limitations apply
Custom Savings (S02)	0.03% / 0.03%	Monthly	Monthly	Monthly (calendar)	0.00	---	---	Daily Balance	Account transfer & withdrawal limitations apply
Special Share Savings (S03)	0.03% / 0.03%	Monthly	Monthly	Monthly (calendar)	0.00	---	---	Daily Balance	Account transfer & withdrawal limitations apply
Smart Saver (SMSV)	2.96% / 0.25%	3.00% / 0.25%	Monthly	Monthly (calendar)	0.00	---	---	Daily Balance	Account transfer & withdrawal limitations apply
Qualifications Met – "Smart Rate" Qualifications Not Met – "Basic Rate"									
Holiday Club Savings (SSSC)	0.25% / 0.25%	Monthly	Monthly	Monthly (calendar)	0.00	---	---	Daily Balance	Account withdrawal limitations apply
Money Market (SMM)	0.55% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly	Monthly (calendar)	0.00	---	---	Daily Balance	Account transfer & withdrawal limitations apply
Free Checking (SSD)	---	---	---	---	0.00	---	---	---	---
Rewards Checking (SRD)									
Service requirements met (see Section 2)									See Section 1
	\$0.00 - \$10,000.00 4.88% / 5.00%	Monthly	Monthly	Monthly (calendar)	0.00	---	\$ 0.00	Daily Balance	
TER	Basic service requirements met + \$1,000 in credit card purchase transactions	\$10,000.01 - \$25,000.00 0.20% / 0.20%					\$ 10,000.01		
TER	\$25,000.01 and greater 0.10% / 0.10%						\$ 25,000.01		

TIER II	Basic service requirements met + \$500.00 in credit card purchases	\$0.00 - \$10,000.00 3.93% / 4.00%	Monthly	Monthly (calendar)	0.00	---	\$ 0.00
		\$10,000.01 - \$25,000.00 0.20% / 0.20%	Monthly	Monthly (calendar)	0.00	---	\$ 10,000.01
		\$25,000.01 and greater 0.10% / 0.10%	Monthly	Monthly (calendar)	0.00	---	\$ 25,000.01
		\$0.00 - \$10,000.00 2.96% / 3.00%	Monthly	Monthly (calendar)	0.00	---	\$ 0.00
TIER C	Basic requirements met	\$10,000.01 - \$25,000.00 0.20% / 0.20%	Monthly	Monthly (calendar)	0.00	---	\$ 10,000.01
		\$25,000.01 and greater 0.10% / 0.10%	Monthly	Monthly (calendar)	0.00	---	\$ 25,000.01
		Service requirements <u>not</u> met (see Section 2)	0.01% / 0.01%	---	0.00	---	\$ 0.00
		Student Choice Checking (SYD)	---	---	0.00	---	---
Health Savings Account (HSA) Checking		0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly (calendar)	0.00	---	\$ 0.00
		0.25% / 0.25% 0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly (calendar)	0.00	---	\$ 25,000.00
		0.25% / 0.25% 0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly (calendar)	0.00	---	\$ 100,000.00
		0.25% / 0.25% 0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly (calendar)	0.00	---	\$ 250,000.00
IRA Savings (IRA)		0.25% / 0.25% 0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly (calendar)	0.00	---	---
		0.25% / 0.25% 0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly (calendar)	0.00	---	\$ 0.00
		0.25% / 0.25% 0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly (calendar)	0.00	---	\$ 25,000.00
		0.25% / 0.25% 0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly (calendar)	0.00	---	\$ 100,000.00
IRA Money Market (SMR)		0.25% / 0.25% 0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly (calendar)	0.00	---	\$ 250,000.00

#### ACCOUNT DISCLOSURES

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.**

**1. RATE INFORMATION** — The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts the Dividend Rate & Annual Percentage Yield (APY) may change daily as determined by the Credit Union's Board of Directors. The Dividend Rates and APYs are the prospective rates and yields the Credit Union anticipates paying for the applicable dividend period. The Money Market, Health Savings Account (HSA) Checking, and IRA Money Market accounts are Tiered Rate

accounts. If your Daily Balance is \$24,999.99 or below, the first Dividend Rate and Annual Percentage Yield listed for this account in the Rate Schedule will apply. If your Daily Balance is from \$25,000.00 to \$99,999.99, the second Dividend Rate and Annual Percentage Yield listed for this account will apply. If your Daily Balance is from \$100,000.00 to \$249,999.99, the third Dividend Rate and Annual Percentage Yield listed for this account will apply. If your Daily Balance is from \$250,000.00 or greater, the fourth Dividend Rate and Annual Percentage Yield listed for this account will apply. Once a particular range is met, the Dividend Rate and APY for that balance range will apply to the full balance of your account. Rewards Checking account is a Tiered Rate account. Please refer to section 3 for additional details.

**2. SMART SAVER** — The Smart Saver account is a Tiered Rate account. If you meet all of the qualifications

during the calendar month, the applicable Dividend Rate and Annual Percentage Yield listed for this account in the Rate Schedule will apply. The monthly qualifications include: a) deposits totaling at least \$50.00 into the account; b) maximum aggregate deposit per month is \$1,000.00, however there is no restriction on the total balance (can accumulate); c) ACH direct deposits or remotely deposited checks totaling at least \$50.00 into any non-IRA checking account (excludes any IRA and HSA accounts) with the same primary owner (membership); and d) must be enrolled in e-statements. If you do not meet the monthly qualifications you will earn the second Dividend Rate and Annual Percentage Yield listed for this account in the Rate Schedule. Any deposits exceeding \$1,000.00 per month will be transferred into your Membership Share Savings account at the end of the day. Any member based withdrawals during the month will receive the "qualifications not met" rate for that month (auto sweeps for

excess deposits will not disqualify account from premium rate, but will count towards the maximum allowable withdrawal transaction restrictions for Excessive Withdrawal Fee. Only one account of this type is allowed per membership.

**3. REWARDS CHECKING** — The Rewards Checking account is a Tiered Rate account. If you meet all of the basic service requirements during the calendar month, the applicable Dividend Rates and Annual Percentage Yields listed for this account in the Rate Schedule will apply. Basic service requirements include:

a) you make twelve (12) debit card purchase transactions that post to and clear your Rewards Checking account during the calendar month; b) you receive e-Statements and e-Documents (must have enrolled and accepted the disclosure); and c) you have ACH direct deposits, Real Time Payment deposits, or remotely deposited checks totaling at least \$500.00 post and clear your Rewards Checking account each month.

You will earn the 'Tier A' Dividend Rate and Annual Percentage Yield if you meet the basic service requirements and have \$1,000.00 in credit card purchase transactions during the monthly qualification period. Credit Card transactions must post and settle to your CCU Visa account, and be transmitted to Consumers Credit Union by two days prior to the end of the calendar month to allow for processing. Any transactions not posted by the end of month cutoff will be counted towards the following month's Rewards criteria. Transactions may take two or more business days from the date of the purchase transaction to post to your credit card account. Transactions must be coded as a purchase. Cash advances and balance transfers will not be considered for qualification. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. Each dividend rate will apply only to that portion of the account balance within each balance range.

You will earn the 'Tier B' Dividend Rate and Annual Percentage Yield if you meet the basic service requirements and have \$500.00 in credit card purchase transactions during the monthly qualification period. Credit Card transactions must post and settle to your CCU Visa account, and be transmitted to Consumers Credit Union by two days prior to the end of the calendar month to allow for processing. Any transactions not posted by the end of month cutoff will be counted towards the following month's Rewards criteria. Transactions may take two or more business days from the date of the purchase transaction to post to your credit card account. Transactions must be coded as a purchase. Cash advances and balance transfers will not be considered for qualification. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule.

Schedule. Each dividend rate will apply only to that portion of the account balance within each balance range.

You will earn the 'Tier C' Dividend Rate and Annual Percentage Yield if you meet the basic service requirements, but do not meet either of the credit card purchase transaction criteria required to earn a higher rate. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. Each dividend rate will apply only to that portion of the account balance within each balance range.

accounts, there is a minimum Daily Balance required to earn the APY disclosed for the dividend period. If the minimum daily balance is not met each day of the dividend period, you will not earn the stated APY. For accounts using the Daily Balance method as stated on the Rate Schedule, dividends are calculated by applying a daily periodic rate to the balance in the account each day. The Credit Union reserves the right to close any accounts which are not funded within 60 days of account opening.

**8. ACCOUNT LIMITATIONS** — For Membership Share, Custom Savings, Special Share Savings, Smart Saver (SM SV) and Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For IRA Savings and IRA Money Market accounts, you may not make any preauthorized, automatic or telephone transfers from your account at any time. For Special Savings accounts, you may not open any other accounts. In addition, services are limited to deposits into and withdrawals from your Special Savings account. ACH withdrawals will not be permitted. Deposits of all checks (personal or business) will be held for at least nine (9) business days. For Holiday Savings accounts, the entire balance will be transferred to another account of yours on or after November 1st and the account will remain open. You may not make withdrawals from your Holiday Savings accounts at any other time. If you wish to access the funds in your Holiday Savings accounts you may close it. For Student Choice Checking accounts the following parameters are required: 1) available to members age 13 - 17 years old; 2) parent or legal guardian must be a joint account holder; 3) adult joint account holder will be responsible and liable for all activity on your account; 4) monthly ATM surcharge refunds, up to \$25.00, until the month after your 18th birthday; 5) Visa debit card may be issued to you with a daily limit of \$310.00; 5) requirement to convert the youth checking to a regular checking product prior to your 19th birthday and; 6) subject to a \$10 monthly fee after your 19th birthday. New accounts not funded within 30 days will automatically be closed. Open share savings or checking accounts with no transaction activity for 12 months, and a zero balance, will automatically be closed. Memberships with no transaction activity on any deposit account for a period of at least 2 years, and that have no open Share Certificates or loans, will be charged an Inactive Account Fee as disclosed in the Schedule of Fees and Charges. For Health Savings Accounts (HSA) checking accounts, you must follow the IRS HSA account rules. For Free Checking accounts, no account limitations apply.

**9. FEES FOR OVERDRAWING ACCOUNTS** — Fees for overdrawing your account may be imposed on each presentment of check, draft, ATM transaction and one-time debit card transaction (if member has consented to Courtesy

Pay overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's Courtesy Pay overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for Courtesy Pay overdraft protection and the Schedule of Fees and Charges.

**10. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$5.00
Number of Shares Required	1

**11. RATES** — The rates provided in or with the Rate Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

**12. FEES** — See separate Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).

# SCHEDULE OF FEES AND CHARGES

Effective: 01/02/2026

## Share Savings, Checking and Money Market

### Account Fees

- For Stop Payment Requests (Checks, ACH or Cashier's Checks): \$ 30.00
- For each time a check, ACH debit transfer request, Bill Payment Item, or other payable item is presented, or payment is otherwise requested, and returned due to an overdraft (non-sufficient, or uncollected, or unavailable funds), a fee will be \$ 0.00
- For each time a check, debit transfer request, Bill Payment Item, or other payable item is presented, or payment is otherwise requested, and is paid using Courtesy Pay Overdraft Services, a fee will be assessed \$ 30.00
- For each copy of a cleared check \$ 3.00
- For a 3-month history printout \$ 5.00
- Charge for each additional month \$ 5.00
- Per hour for assistance with statement reconciliation – with a minimum charge of \$20.00 \$ 20.00
- Expedited Bill Payment via ACH \$ 9.95
- Expedited Bill Payment via a Check \$ 14.95
- There is a limit of four (4) overdraft fees that we will charge you in one day for ACH, Check and Debit Card transactions that over draft the account.

### ATM/Debit Card Fees

- International Transactions (Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction):
- Multiple Currency ..... 1% of purchase amount
- Single Currency ..... 0.80% of purchase amount

### Other

- For each time an item is deposited to your CCU account drawn on another financial institution and returned unpaid on either individual or corporate accounts. Items may be re-presented for payment multiple times. A fee will be charged each time the item is returned unpaid. \$ 30.00
- For each bad address \$ 10.00
- For paid over third party personal checks \$ 10.00
- For a copy of a cashier's check \$ 5.00
- Charge for foreign and domestic checks sent for collection. (Does not include fees charged by originating financial institution):
- Item(s) \$100.00 or less \$ FREE
- Item(s) \$100.01 to \$300.00 ..... \$ 15.00
- Item(s) \$300.01 or more ..... \$ 20.00
- Legal Processing Fee ..... \$ 50.00
- For Photocopies ..... \$ 0.25
- For Money Orders ..... \$ 5.00
- Cashier Checks Purchases ..... \$ 5.00
- For Non-member Check Cashing ..... \$ 10.00
- For Non-member paid over payroll Check Cashing ..... \$ 10.00
- VeriCheck Phone Payment ..... \$ 3.50
- An inactivity fee of \$ 5.00 per month will be charged on each account for any Member who has had no transaction activity for a period of at least 2 years

Excessive Withdrawal Fee \$ 5.00 for each transaction/ withdrawal exceeding six preauthorized, automatic or internet transfers per month limit.

Account fees may be charged to any account with available funds, including certificate and IRA accounts.

### Wire Transfers

	<u>Share Value</u>	
Domestic Bank Wire Transfer		\$ 10.00
Incoming Wire		\$ 30.00
Outgoing Wire		\$ 30.00
Par Value of One Share		\$ 5.00

Web Address: [www.myconsumers.org](http://www.myconsumers.org)  
Toll Free: 877.ASK.CCCU {877.275.2228}

Consumers Credit Union  
300 N. Field Drive  
Lake Forest, IL 60045

Phone Number: 847.623.3636  
Fax Number: 847.623.9542







## BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement ("Agreement") covers the rights and responsibilities concerning accounts and other products and services obtained from or through us and held by a business or organization account owner ("Account Owner") and Consumers Credit Union ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Card or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

**READ THE FOLLOWING CAREFULLY: TAKE NOTICE THAT THIS AGREEMENT CONTAINS A BINDING AGREEMENT TO MANDATORY ARBITRATION IN SECTION 36. YOU UNDERSTAND THAT SECTION 36 CONTAINS AN AGREEMENT BY BOTH PARTIES TO RESOLVE DISPUTES THAT ARISE BY AN INDIVIDUAL ARBITRATION PROCEEDING HELD IN ACCORDANCE WITH THE ARBITRATION PROVISION, AND THAT THE PARTIES HAVE AGREED NOT TO RESOLVE SUCH DISPUTES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION PROCEEDING.**

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**1. CONTRACT** - Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

**2. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, the Account Owner must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the accounts and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

### 3. ACCOUNT ACCESS

**a. Authorized Persons.** The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners; or
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

**b. Authority.** Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

**c. Access Options.** You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

**d. Credit Union Examination.** We may disregard information on any check or draft, other than the signature of the drawer, the amount of the item and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**4. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and fee schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. **For accounts held at credit unions located in New York:** If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we will process the check, draft, or item as though it is payable to all such persons. **For accounts held at credit unions located in states other than New York:** If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

**b. Collection of Items.** We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

**c. Final Payment.** All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**d. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document or process. You must notify us if

you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

**e. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

**5. FUNDS TRANSFERS** - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha rules. If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you

refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**6. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

**a. ATM Transaction Fees.** You agree to pay all ATM transaction fees outlined in the ATM Fee Schedule. You understand and agree that we may charge you a fee for each balance inquiry made at an out-of-network ATM and a separate fee for each Cash Withdrawal or Transfer made at an out-of-network ATM, even if the balance inquiry and withdrawal or transfer are made during the same visit. We may subtract these fees from your Available Balance, even if the fee makes your Available Balance negative. Refer to our Fee Schedule for a list of applicable fees.

In addition to fees charged by us related to your use of out-of-network ATMs, the owner or operator of the out-of-network ATM may also charge you one or more separate additional fees for the ATM transaction, and the out-of-network ATM owner or operator may charge you a fee for a balance inquiry even if you do not complete a fund transfer or withdrawal.

**7. TRANSACTION LIMITATIONS** - We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

**a. Withdrawal Restrictions.** We permit withdrawals if your account has sufficient available funds to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

**b. Transfer Limitations.** For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.

**8. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. **For accounts held at state-chartered credit unions located in Wisconsin:** Credit Union liability for dividends declared by the board of directors on term share, share certificate and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union

under s.186.235(11) of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings (Wis. Admin. Code DFI-CU 60.06).

## **9. YOUR LIABILITY FOR OVERDRAFTS**

**a. General.** You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, use your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments you have authorized), as your available balance (discussed in more detail below) will not reflect these transactions until they are paid from your account.

"Overdrawing" your account means that there are not sufficient available funds in your account to pay for a transaction, but the transaction is paid, which results in a negative "overdrawn" balance. Some transactions that can result in an overdraft in your checking account include, but are not limited to: (1) the payment of checks, electronic fund transfers, telephone initiated transfers, preauthorized payments under our Bill Payment Service, or other withdrawal requests authorized by you; (2) the return (unpaid) of items deposited by you; (3) the assessment of service charges by us; or (4) the deposit of items that are treated as not yet "available" according to our Funds Availability Policy.

**b. Payment of Overdrafts.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for any costs of collection. We may close, without notice, any account with excessive NSF activity, and report the account to a consumer reporting agency.

**c. Your Account Balance.** Your account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered available for transactions on your account. The actual balance is also referred to as your "balance" on Credit Union ATM screens and your "balance" in online banking, mobile banking and when you use our automated telephone banking system. Your actual balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending. While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So, at that point, you have an actual balance of \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your 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, then that merchant could ask us to preauthorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, we will place a "hold" on your account for \$20 (referred to as an "authorization hold"). Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant's preauthorization request that resulted in an authorization hold on \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and your actual balance will be reduced by the amount of the posted transaction.

### **YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.**

This is because we check your available balance at two separate times as explained above, in addition to the fact that your available balance may not reflect all of your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your 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 including, but not limited to, car rental transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released. Refer to the section entitled "Authorization Holds for Debit Card Transactions" below for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Refer to our "Funds Availability Policy" for information regarding the availability for withdrawal of your deposits.

**b. How Transactions are Posted to Your Account.** There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your 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 your account.

To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what are referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (Check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: checks are paid in the order received; ACH items in each presentment file post credits first in the order presented, then debits in the order presented, and generally we will receive up to four ACH presentment files per day; ATM/POS items are paid in the order they are presented. Transactions performed in person, such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed. Why this is Important to You: The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. If an item is presented for payment and your available balance is insufficient to pay it, we may, at our discretion, automatically transfer available funds from your Regular Savings account pursuant to the Overdraft Transfer Service, pay the item pursuant to our Overdraft Courtesy Pay Service, or return the item (NSF).

The foregoing 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.

**c. Authorization Holds for Debit Card Transactions.** When you use your debit card to pay for goods or services, the merchant may seek our preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. 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 your account as they are received.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is swiped before your actual transaction amount is known, such as at a restaurant (where you may choose to add a tip to the transaction amount) or a gas station. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from

your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up thirty (30) business days for certain transactions).

- **We May Return Items Unpaid.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times.

- **Transfers to Cover Overdrafts.** You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.

**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 ANY PROVISION IN THIS BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT - YOUR LIABILITY FOR OVERDRAFTS, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 877-275-2228 DURING BUSINESS HOURS.**

**10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

**11. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

**12. FOREIGN CURRENCY** - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

### **13. STOP PAYMENT ORDERS**

- Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

**For accounts held at credit unions located in the state of New York:** Payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. **For accounts held at credit unions located in states other than New York:** You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

- Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires. **For accounts held at credit unions located in the states of Florida and Texas:** We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

**c. Liability.** Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or indorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**14. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains insufficient available funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT** - You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

**16. PLEDGE OF SHARES, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

**Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by state or federal law.** If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**17. TRANSFER OF ACCOUNT** - All accounts are nonassignable and nontransferable to third parties except by us.

**18. LEGAL PROCESS** - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney's fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**19. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

**20. NOTICES**

**a. Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.

**b. Notice of Amendments.** Except as prohibited by applicable law, we may amend this Agreement at any time by adding, removing, or changing terms. We will notify you, in a manner we deem appropriate under the circumstances, of any changes or additions to this Agreement. We reserve the right to waive performance of any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.

**d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

## **22. STATEMENTS**

**a. Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 33 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

**c. Notice to the Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

**d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

**23. INACTIVE ACCOUNTS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**24. TERMINATION OF ACCOUNT** - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer or item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

**25. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**26. DEATH OR INCOMPETENCE** - If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may honor all transfer orders, withdrawals, deposits and other transactions on the account until we know of the Account Owner's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased Account Owner's account for a period of ten days after the Account Owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. We may require anyone claiming funds from a deceased Account Owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

**27. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**28. WAIVER OF RIGHTS** - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

**29. SEVERABILITY** - Except as provided in Section 36 (Binding Arbitration and Class Action Waiver), if any portion of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

**30. ENFORCEMENT** - You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**31. GOVERNING LAW** - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Illinois.

**32. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS** - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

**33. NEGATIVE INFORMATION NOTICE** - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**34. MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

**35. CONSENT TO CONTACT** - By signing or otherwise authenticating the Business Account Card, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone call, text message, or voicemail transmission at any telephone number associated with the account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent

to be contacted on their wireless telephone number(s) at any time by providing written notice to us at 300 N. Field Drive, Lake Forest, IL 60045, via phone at 877-275-2228 or by any other reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

In order to help mitigate harm to the Authorized Person(s) and the account, we may contact the Authorized Person(s) on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone number), to deliver any messages related to suspected or actual fraudulent activity on the account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. The Authorized Person(s) will have an opportunity to opt-out of such communications at the time of delivery.

**36. BINDING ARBITRATION AND CLASS ACTION WAIVER - RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE CERTAIN DISPUTES TO BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.**

**a. Agreement to Arbitrate Disputes.**

Either you or we may elect, without the other's consent, to require Claims (as defined below) be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

**b. Disputes Covered by Arbitration.**

Claims, disputes, or causes of action between you and us arising out of or in any way relating to this Agreement, the relationship between you and us, agreements with or through us, membership, applications, disclosures, accounts, loans, credit cards, products, services, related services, biometric information, and/or advertising, (each a "Claim" and collectively "Claims") are subject to arbitration. Except as otherwise provided in this Section 36, Claims are subject to arbitration, regardless of the theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such Claims, whether they arose in the past, may currently exist or may arise in the future.

Notwithstanding anything contained herein to the contrary, the requirement to arbitrate Claims shall not limit the right of either party to pursue any of the following on an individual basis in a court of competent jurisdiction: (1) actions seeking relief or remedies in a small claims court concerning any disputes, claims or controversies within that small claims court's jurisdiction; (2) to obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any arbitration; (3) to evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust or applicable law; (4) actions for recovery of tangible property, e.g., actions for detinue or replevin; or (5) to proceed with enforcement of a judgement or award obtained in arbitration. Additionally, notwithstanding the foregoing, the agreement to arbitrate shall not apply to: claims arising in connection with our extensions of consumer credit to "covered borrowers" as such term is defined in the Military Lending Act; claims involving residential mortgage secured loans covered by Regulation Z; or any other claims where arbitration is prohibited by law.

**c. No Class Action or Joinder of Parties.**

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**d. The Arbitration Proceeding.**

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association ("AAA") or JAMS. That organization shall apply its rules and code of procedures (collectively, "Rules") in effect at the time the arbitration is filed. If there is a conflict between those Rules and this arbitration provision and/or this Agreement, this arbitration provision and this Agreement will control. If for any reason AAA declines to accept the arbitration, then the arbitration must be submitted to JAMS. If JAMS or the AAA is unable to handle the arbitration for any reason, then the claims shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The arbitration will be conducted within 50 miles of your residence. Discovery will be available to the fullest extent permitted under the Rules. The Arbitrator shall be entitled to award the same remedies and relief that a court can award. Any defenses that would apply to a Claim if it was brought in a court of law will apply in an arbitration proceeding between us. Judgment upon the award rendered by the arbitrator can be entered in a court of competent jurisdiction. An arbitrator's award is subject to limited review by a court. Any determination as to whether this arbitration provision is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver shall be determined by a court. If you have any questions concerning arbitration, please call us at (877) 275-2228.

**e. Costs.**

If you initiate the arbitration, you will pay the initial filing fee up to a maximum of \$250.00 and we will pay the balance of the initial filing fee, if any. If you initiate the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law and the rules of the arbitration forum, so determines.

**f. Right to Resort to Provisional Remedies Preserved.**

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

**g. Severability, Survival.**

The "Binding Arbitration and Class Action Waiver" section of this Agreement shall survive (a) termination or changes to your accounts or any related products or services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. If the "No Class Action or Joinder of Parties" provision of the "Binding Arbitration and Class Action Waiver" section is held to be unenforceable for any reason in relation to a Claim involving class action allegations, the agreement to arbitrate will also be unenforceable. If any portion of the "Binding Arbitration and Class Action Waiver" section other than the "No Class Action or Joinder of Parties" provision is held to be invalid or unenforceable, then the remainder of the "Binding Arbitration and Class Action Waiver" section will be valid and enforceable and will continue in full force and effect.

**37. LIMITATION OF TIME TO COMMENCE ACTION**

Any action or proceeding by you to enforce any obligation, duty or right arising out of or in any way relating to this Agreement or your accounts, loans, products, services, or the relationship of the Parties must be commenced within one (1) year after the cause of action accrues or the minimum amount of time that can be contractually agreed to under applicable law, whichever is greater. This limitation applies to all such claims, disputes, and causes of actions regardless of when they accrued.

**38. MEMBER TERMINATION POLICY.**

CCU Member Termination Policy is available on our website.





## FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at Consumers Credit Union (CCU or Credit Union). It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean the member, and the terms "our," "we," or "us" mean Consumers Credit Union. The term "check" means check or share draft, as applicable.

**1. YOUR ABILITY TO WITHDRAW FUNDS** – Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive 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 before close of business 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 the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our business hours are available at the Credit Union.

**2. LONGER DELAYS MAY APPLY** – In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first 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 send 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.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**3. SPECIAL RULES FOR NEW ACCOUNTS** – If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 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 business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the twentieth business day after the day of your deposit.

**4. HOLDS ON OTHER FUNDS FOR CHECK CASHING** – 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 your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**5. HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT** – 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.

**6. DEPOSITS AT AUTOMATED TELLER MACHINES (ATMs)** – We may delay the availability of funds from deposits at ATMs as follows:

- a. **Proprietary ATMs.** Funds from cash deposits made at a CCU ATM will be available immediately. Funds from deposits (including checks or drafts) made at a CCU ATM will be available by the second business day after the day of your deposit. However, the first \$275.00 of the deposit funds from U.S. Treasury checks that are deposited to the account of the named payee will be available on the first business day following the day we receive your deposit. All ATM machines located at Consumers Credit Union Branch offices, are considered proprietary ATMs.

**b. Nonproprietary ATMs.** Funds from cash deposits made at automated teller machines (ATMs) we do not own or operate will be available immediately if the ATM machine has the capability to identify and verify the cash portion of the deposit. Funds from cash deposits made at ATMs that do not have the capability to identify and verify the cash portion of the deposit will not be available until the fifth business day after the date of your deposit.

Funds from all check deposits made at an ATM we do not own or operate will not be available until the fifth business day after the date of your deposit.