

# Member Services GUIDE



**CONSUMERS**  
CREDIT UNION  
The people in your corner.



## **Welcome to *Your* Credit Union**

Dear Member:

It all began with a handshake. The handshake of a group of dairy farmers in 1930 formed the foundation of trust and commitment that led to the creation of a not-for-profit cooperative that stands today as Consumers Credit Union. Those farmers became our first Members, who joined together cooperatively to support each other by putting money into interest-bearing savings accounts, thereby, making funds available to lend each other at more favorable rates.

Today's Consumers Credit Union has not wavered from our original mission: to deliver quality services to our Members.

Over the years, the scope and sophistication of our Member services have also expanded beyond basic savings and lending to include a wide range of convenient financial services.

We pride ourselves on providing all the financial services you need, with the competitive advantage of a cooperative, along with the most personalized service you'll find anywhere.

The financial specialists at Consumers Credit Union are committed to developing custom-tailored financial solutions that are right for you, at every stage of your life. We are here to serve you and help you reach your full financial potential.

We're proud to have you as our Member.

**Welcome to *Your* Credit Union.**

Sincerely,

A handwritten signature in cursive script that reads "Sean M. Rathjen". The signature is written in black ink and is positioned above the printed name and title.

Sean M. Rathjen  
CEO



# IMPORTANT NOTICE

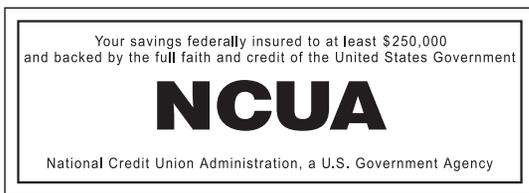
The documents contained in this booklet  
are your permanent copies of  
Consumers Cooperative Credit Union's  
agreements and disclosures.

Please keep these for your records.

The table of contents below is provided for easy reference.

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# Membership and Account Agreement

This Membership and Account Agreement (“Agreement”) covers your rights and responsibilities concerning your accounts and other products and services obtained from or through us, and the rights and responsibilities of Consumers Credit Union (“Credit Union”). In this Agreement, the words “you,” “your,” and “yours” mean anyone who signs an Account Card, Account Change Card, Member Services Request, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union’s online application and authentication process. 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 38. YOU UNDERSTAND THAT SECTION 38 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. PLEASE ALSO TAKE NOTICE THAT SECTION 40 CONTAINS A RELEASE AND CONSENT TO ALLOW US AND OUR THIRD-PARTY VENDORS TO COLLECT, USE, STORE AND RETAIN YOUR BIOMETRIC INFORMATION FOR THE PURPOSES DESCRIBED IN SECTION 40.**

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union’s online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time that collectively govern your membership, accounts and services.

**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. MEMBERSHIP ELIGIBILITY** — To join the Credit Union, you 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, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

**2. INDIVIDUAL ACCOUNTS** — An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner’s estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death, any security interest or pledge granted by the account owner, and our statutory lien rights.

- 3. JOINT ACCOUNTS** — A joint account is an account owned by two or more persons.
- a. Rights of Survivorship.** Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.
- b. Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw funds, stop payment on items, transfer or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.
- c. Joint Account Owner Liability.** If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.
- 4. POD/TRUST ACCOUNT DESIGNATIONS** — A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.
- 5. ACCOUNTS FOR MINORS** — We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.
- 6. UNIFORM TRANSFERS TO MINORS ACCOUNT** — A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose

of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals. The account will terminate and be distributed in accordance with applicable law.

**7. AGENCY DESIGNATION ON AN ACCOUNT** – An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

**8. DEPOSIT OF FUNDS REQUIREMENTS** — Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

**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, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or 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. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from 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.

**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. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include “two signatures required,” “void after 60 days,” and “not valid over \$500.00.” We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**d. Final Payment.** All checks, drafts, automated clearinghouse (ACH) transfers or other items 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 returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

**e. 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 or preauthorized transfers 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 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. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**f. 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.

## 9. ACCOUNT ACCESS

**a. Authorized Signature.** Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

**b. Access Options.** You may access your account(s) 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. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

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

**10. FUNDS TRANSFERS** — Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as 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. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account 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 balance 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, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. 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 or 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 account owner 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.

**l. Remittance Transfers.** A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**11. ACCOUNT RATES AND FEES** — We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges 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 Schedule of Fees and Charges. 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 Schedule of Fees and Charges 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 a 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.

## **12. TRANSACTION LIMITATIONS**

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (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; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

**b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

**13. CERTIFICATE ACCOUNTS** — Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

## **14. OVERDRAFTS**

**a. General.** The Credit Union offers two kinds of services that allow for payment of your transactions when your account's available balance (defined below in the 'Understanding Your Account Balance' section) is insufficient to pay the transaction: (1) our optional overdraft protection plan, referred to as the "Overdraft Transfer Service" as described in the "Optional Overdraft Protection Plans" section below, and (2) our Overdraft Courtesy Pay Service, also referred to as Courtesy Pay, as described in the "COURTESY PAY OVERDRAFT SERVICE" below. You can elect to opt-out of any of these services at any time, which may result in your transactions being declined for non-sufficient funds ("NSF") if the available balance in your account is insufficient to pay for your transaction.

While we provide these services for your convenience and as a way to help you avoid NSF transactions and associated fees, 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, or 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 under either an optional Overdraft Transfer Service or the Overdraft Courtesy Pay Service, 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.** If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee that is posted to your account we may return the item or pay it, as described below. The Credit Union’s determination of an insufficient available account balance may be made at any time between presentation and the Credit Union’s midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to overdraft fees as stated in the Schedule of Fees and Charges.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected 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.

We assess a fee for each item that we either pay, which results in an overdraft, or do not pay, which would have resulted in an overdraft had we paid it. If we pay an item in accordance with our Overdraft Courtesy Pay Service (described in more detail below), we will charge a Courtesy Pay Overdraft Fee. Refer to the *Schedule of Fees and Charges* for a listing of fees. We recommend that you enroll in the optional overdraft protection plan described below, which we call our “Overdraft Transfer Service.” This plan can help you avoid overdrafts and returned items. Refer to the “Optional Overdraft Protection Plan” section below for more information.

**c. How Transactions are Posted to Your Account.** Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (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.

**Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

**Debits.** There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. This is referred to as an “authorization hold”. An authorization hold will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received. The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account. If your available balance is insufficient to cover the amount of the

merchant's authorization request, we will decline the request. If your available balance is sufficient to cover the merchant's authorization request, the request will be approved, and an authorization hold in the amount of the request will be placed on your account. The transaction will be subsequently processed by the merchant and submitted to us for payment. If the transaction settles and posts to your account at a time when the available balance is insufficient to pay the transaction without causing an overdraft (i.e., posting the transaction results in an available balance of less than \$0), we will not charge you a fee for overdrawing your account since the available balance in your account was sufficient to cover the transaction at the time it was authorized.

The following example illustrates how this works:

Assume your actual and available balances are both \$40, and you use your debit card at a restaurant to pay your bill totaling \$30. If the restaurant requests authorization in the amount of \$30, an authorization hold is placed on \$30 in your account. Your available balance is only \$10, but the actual balance remains \$40. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 is presented for payment. Because your available balance is only \$10 due to the \$30 authorization hold, your account will be overdrawn by \$30 when the check transaction is posted to your account even though your actual balance is \$40. In this example, if we pay the \$40 check in accordance with our standard overdraft services, we will charge you a fee for overdrawing your account as disclosed in the Schedule of Fees and Charges. The fee will also be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount to the restaurant. The transaction amount may be \$30 or a different amount (for example, if you added a tip). Even though the amount of the restaurant charge exceeds your available balance at the time the charge is settled (i.e., at the time the merchant or its financial institution requests payment or the transaction posts to your account), we will not charge you a fee for overdrawing your account since you had a sufficient available balance in your account at the time the restaurant charge was authorized and approved.

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.

**d. 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 (30) 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).

**e. Understanding 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 [www.myconsumers.org](http://www.myconsumers.org), at a Credit Union-owned ATM, by phone at 877.275.2228, 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.

**f. Optional Overdraft Protection Plans.**

**OVERDRAFT TRANSFER SERVICE.** We offer an optional overdraft protection plan that we refer to as our Overdraft Transfer Service where funds from a linked account are used for overdraft protection. We will look first to this service for overdraft protection before applying our discretionary Overdraft Courtesy Pay Service when your account is overdrawn. The Overdraft Transfer Service plan may save you money on the total fees you pay us for overdraft protection.

With this service, you authorize us to make transfers of available funds automatically from your linked account to cover overdrafts in your checking account. Transfers from your linked account are made in increments of \$100 or up to the available balance in your account. Please contact us to enroll in the Overdraft Transfer Service if you are not already enrolled. You may choose to opt-out of the Overdraft Transfer Service at any time. To enroll in the Overdraft Transfer Service, or update your elections, visit us in a branch, contact us at 877-275-2228; write to us at 1075 Tri-State Pkwy, Suite 850, Gurnee, IL 60031, or on our secure messaging system in online banking.

If you opt-out of the Overdraft Transfer Service and you are not eligible for our Overdraft Courtesy Pay Service and there are insufficient funds in your checking account to pay an item, your items will not be paid, they will be returned.

Transfers will appear on your periodic statements for each applicable account.

**g. Limits on Overdraft Protection.** We will not transfer more than the available account balance in a linked account even if the amount of the overdraft is more than the available amount. If the available balance in a linked account is not enough to pay the transactions you have initiated on any day plus the Overdraft Transfer Fee, we will transfer enough funds to pay one or more transactions, plus the fee. Any transactions that are not paid by the transfer will either be paid or returned, and Overdraft Transfer Fees or Overdraft Courtesy Pay Fees will be charged according to the Schedule of Fees and Charges.

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. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid. 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.

**h. Termination of Option Overdraft Protection Plans.** We may terminate optional overdraft protection service at any time with or without notice to you. Any owner of the checking account or any owner of a linked account used for overdraft transfer may opt-out of the Overdraft Transfer Service in person or in writing. Your opt-out will be effective after we have received notice and have had a reasonable time to act on it.

**i. Courtesy Pay Overdraft Service.** This information is in addition to the information included on the Courtesy Pay Overdraft Service or Overdraft Privilege (ODP) Terms and Conditions.

In accordance with our commitment to provide valued service and benefits, we may, at our discretion, pay your overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your Courtesy Pay limit, which is determined by us in our sole and absolute discretion. We refer to this service as our Overdraft Privilege (ODP), or Courtesy Pay Overdraft Service (hereinafter referred to as the "Courtesy Pay"). Courtesy Pay is different than the Overdraft Transfer Service plan. Courtesy Pay is a backup to the Overdraft Transfer Service and will only be activated if funds are not available from the Overdraft Transfer Service. This Courtesy Pay Overdraft Service Agreement ("Courtesy Pay Agreement") sets forth the terms and conditions applicable to Courtesy Pay.

What Overdraft Transactions are Covered? Courtesy Pay is available only for the payment of checks, preauthorized payments under our Bill Payment Service, and ACH drafts and debits. Courtesy Pay is not available for ATM transactions and one-time debit card transactions, unless you opt-in, as described in the next section below.

**j. Optional Overdraft Transactions.** The following types of transactions require you to "opt in" (in other words, you must provide us with your affirmative consent) if you would like to include them in Courtesy Pay. Choosing not to opt in may result in these transactions being declined:

- ATM transactions
- One-time Visa Debit Card transactions

You understand and agree that we do not require you to authorize Courtesy Pay for your ATM transactions and one-time debit card transactions as a condition of us providing Courtesy Pay to you for your checks, ACH transactions or other transactions subject to this Courtesy Pay Agreement. If you want the Credit Union to authorize and pay overdrafts for the above transactions, you must provide us with your consent by: (1) calling us at 877-275-2228 (2) visiting any branch and speaking with a Member Service Representative; or (3) mailing an opt-in consent form to Consumers Credit Union, 1075 Tri-State Pkwy, Suite 850, Gurnee, IL 60031.

**k. Eligibility for Courtesy Pay.** The Courtesy Pay Overdraft Service is not a credit product. It is a feature that is automatically included with eligible checking accounts (unless you do not qualify based on service criteria, or you opt out of Courtesy Pay entirely as described below). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. Courtesy Pay may be available for checking accounts for which the primary checking account owner is 18 years of age or older. We reserve the right to limit the Courtesy Pay Service to one (1) account per household or member. We may suspend or permanently revoke Courtesy Pay from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

- You are not making regular deposits into your checking account;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
- Your membership is not in good standing;
- You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation to us;

- You have an outstanding balance due on an overdraft repayment plan;
- Your checking account is subject to any legal or administrative orders or levies;
- You have insufficient credit or negative credit history;
- You are a party to a bankruptcy proceeding;
- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- Your checking account is classified as inactive;
- You use Courtesy Pay to pay items written to check cashing agencies;
- You have an unresolved prior loss with us;
- We do not have a valid mailing or email address for you; or
- We believe you are not managing your checking account in a responsible manner which may harm you or us.

Courtesy Pay is a benefit. Any payment made by us under Courtesy Pay will be made on a case by case basis, in our sole and absolute discretion. Courtesy Pay overdraft service does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. Courtesy Pay is a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.

How Courtesy Pay is Administered. If you are eligible for Courtesy Pay, we will generally pay your overdraft items up to a maximum of \$1,500, including fees. We are not required to notify you of any nonsufficient funds checks, ACH items, or other transactions that may have been paid or returned. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

When is the overdraft payment due? The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.

**l. Courtesy Pay Overdraft Fees.** A Courtesy Pay Fee will be charged to your checking account, in accordance with our *Schedule of Fees and Charges*, for each overdraft that is authorized and paid through Courtesy Pay. This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through Courtesy Pay. You understand that your Courtesy Pay Limit will be reduced by the amount of each overdraft paid by us through Courtesy Pay and the amount of the related Courtesy Pay Overdraft Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Courtesy Pay Limit by the amount of the repayment. Your periodic statement will itemize Courtesy Pay Overdraft Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

**m. 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.

**n. Right of Setoff.** In addition to any other rights that we may have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account.

Moreover, unless you opt out of Courtesy Pay (see below), you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent

permitted by applicable state and federal law. Each person who causes an overdraft, which is paid by us, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of the Courtesy Pay Agreement.

**o. Default.** You will be in default under the terms of this Courtesy Pay Agreement if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate Courtesy Pay or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees and court costs that we may incur as a result of your default.

**p. Termination; Suspension.** We may terminate or suspend Courtesy Pay at any time without prior notice. In no event will any termination relieve you of your obligation to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any. We can delay enforcing any of your rights under this Agreement without losing them.

**q. Your Right to Opt Out of Courtesy Pay.** If you prefer not to have Courtesy Pay, visit us in a branch, contact us at 877-275-2228, write to us at Consumers Credit Union, 1075 Tri-State Pkwy, Suite 850, Gurnee, IL 60031, or on our secure messaging system on your online banking and include your name, member number and a statement that you are opting out of the Credit Union's Courtesy Pay Service and we will remove Courtesy Pay from your checking account.

**r. Optional Overdraft Protection Plans.** As discussed in more detail above, we also offer the optional Overdraft Transfer Service which links your checking account to another account and may be less expensive than our Courtesy Pay Service. To learn more, please ask us about this plan.

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

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

## **16. STOP PAYMENT ORDERS**

**a. Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's 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 assign 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.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

**b. 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 for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

**c. Liability.** Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. 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. 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 any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**17. 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. We will not be liable if, for example: (1) your account contains an insufficient available balance 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 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 financial institution 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 regarding what you and our employees say or write will be resolved by reference to this Agreement.

**18. 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 check or draft cashing fees are stated in the Schedule of Fees and Charges.

**19. REMOTELY CREATED CHECKS OR DRAFTS** — For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

**20. PLEDGE, 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 the obligation owed to us. Federal or state law (depending upon 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 accounts you have with us now and in the future. Except as limited by federal or state 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 federal or state 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 do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state 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.

**21. 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 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.

**22. 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 complies with the law or a government agency or court order; or (4) you give us written permission.

## **23. NOTICES**

**a. Name or Address Changes.** You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

**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 in terms, rates or fees as required by law. We reserve the right to waive 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. Notice to any account owner is considered notice to all account owners.

**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.

**24. 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.

**25. STATEMENTS**

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. 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 of the check or draft may be retained by us or by payable-through financial institutions and may be 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 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 within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. 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.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

**c. Notice to 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 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 to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

**26. 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 Schedule of Fees and Charges. 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 the account funds 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.

**27. SPECIAL ACCOUNT INSTRUCTIONS** — You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

**28. TERMINATION OF ACCOUNT** — We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**29. 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.

**30. DEATH OR INCOMPETENCE** — We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased 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.

**31. 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.

**32. SEVERABILITY** — If a court holds any portion of this Agreement 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 the Agreement.

**33. ENFORCEMENT** — You are liable to us for any losses, costs, or expenses 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.

**34. 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. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

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

**36. 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 prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

**37. CONSENT TO CONTACT** — By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone call, text message, or voicemail transmission at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 1075 Tri-State Pkwy, Suite 850, Gurnee, IL 60031, via phone at 877-275-2228 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your 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. You will have an opportunity to opt-out of such communications at the time of delivery.

**38. 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 THAT CERTAIN DISPUTES 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.

### **Agreement to Arbitrate Disputes.**

Unless otherwise prohibited by applicable law, regulation, court rule or secondary market requirements, either you or we may elect, without the other's consent, to require that any Claims (as defined below) be resolved by binding arbitration, except for the matters specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

### **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 or the relationship between you and us, including, but not limited to any past, present or future: agreements with or through us; membership; applications; disclosures; accounts; loans; 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 38, 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) 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; (2) 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; (3) actions for recovery of tangible property, e.g., actions for detinue or replevin; or (4) to proceed with enforcement of a judgment or award obtained in arbitration. Additionally, notwithstanding the foregoing, this Section is not intended to 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.

### **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.

### **Right to Reject this Resolution of Disputes by Arbitration Provision.**

You have the right to opt out of this agreement to arbitrate by sending us written notice within thirty (30) days of receipt of this Agreement. The written notice must: (1) state that you do not agree to the Binding Arbitration and Class Action Waiver; (2) be sent by U.S. Mail or recognized overnight carrier and addressed to 1075 Tri-State Pkwy, Suite 850, Gurnee, IL 60031; and (3) bear a postmark no later than thirty (30) days after receipt of this Agreement. Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether your account is closed, you pay us in full any outstanding debt you owe; or you file for bankruptcy.

### **The Arbitration Proceeding.**

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this Agreement, this arbitration provision and this Agreement will control. If

JAMS or the AAA is unable to handle the claim for any reason, then the matter 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).

#### **Costs.**

The party initiating the arbitration shall pay the initial filing fee. If you file 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, so determines.

#### **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.

#### **Intended Third-Party Beneficiaries.**

The directors, officers, employees, agents, and contractors of the Credit Union are intended third-party beneficiaries of the Credit Union's rights set forth in this Section 38, and each such person and/or entity can require that a Claim brought against them be resolved on an individual basis through arbitration instead of court proceedings.

#### **Severability, Survival.**

These arbitration provisions 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 any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

#### **Applicability.**

Arbitration will not apply to your account as long as you are a "covered borrower" as such term is defined in the Military Lending Act.

**39. 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. This limitation applies to all such claims, disputes, and causes of actions regardless of when they accrued.

#### **40. CONSENT TO COLLECTION, USE, AND STORAGE OF BIOMETRIC INFORMATION**

**You voluntarily consent to the collection, use, storage, and retention of your biometric information described herein by us and certain of our third-party vendors to whom we may disclose such biometric information for the purposes of authenticating your identity, enabling access to your accounts, and/or detecting and preventing fraud. The biometric information to be collected may include, but is not limited to, your voiceprint or other voice recognition, fingerprint, palmprint, iris scan, retina scan, facial recognition data, and/or physical gestures. We and our applicable third-party vendors will take reasonable measures to protect your biometric information from unauthorized access, disclosure, or use. We and our applicable**

third-party vendors will retain your biometric information until the initial purpose for collecting or obtaining such information has been satisfied or within three (3) years of your last interaction with us, whichever occurs first. Your biometric information will not be shared, sold, or otherwise disclosed to third parties other than the third-party vendors involved in providing services to us in furtherance of the purposes of collection described above. Our Biometric Data Privacy Policy is posted on our website at [https://www.myconsumers.org/docs/default-source/default-document-library/misc\\_biometricdata\\_privacypolicy-4-2023.pdf](https://www.myconsumers.org/docs/default-source/default-document-library/misc_biometricdata_privacypolicy-4-2023.pdf). You have the right to revoke this consent at any time and request the deletion of the biometric information upon written notice to us, but revocation of consent may affect your ability to access certain services or areas. If you have any questions or concerns regarding the collection or use of your biometric information, please contact us at (877) 275-2228.

**41. MEMBER TERMINATION POLICY.** The Credit Union's Member Termination Policy is available on our website.

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## Funds Availability Policy Disclosure

This Disclosure describes your ability to withdraw funds at Consumers Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**1. GENERAL POLICY** — Our policy is to make funds from your cash and check deposits available to you on the same business day that 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 business day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will 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 same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**3. HOLDS ON OTHER FUNDS** — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in 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. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

**4. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

**5. 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 \$5,525.00 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 next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 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 \$5,525.00 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 seventh business day after the day of your deposit.

**6. DEPOSITS AT AUTOMATED TELLER MACHINES (ATMS)** —

We may delay the availability of funds from deposits at ATMs as follows:

**Proprietary ATMs** - Funds from cash deposits made at a CCU ATM will be available immediately. Funds from other deposits (including checks or drafts), made at a CCU ATM will be available by the second business day after the date of your deposit. However, the first \$225.00 of the deposit and funds from the US 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, in addition to the Honeywell location, 8400 Joliet Rd., McCook, IL 60525, are considered proprietary ATMs.

**Non-Proprietary 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.

## Electronic Fund Transfers Agreement and Disclosure

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Consumers Cooperative Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in

this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A “remittance transfer” is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. Visa Debit Card.** If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For ATM and one-time debit card transactions, you must consent to the Credit Union’s 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 overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Cirrus®, STAR, ACCEL/Exchange, and Co-Op networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa Co-Op, ACCEL/Exchange, and STAR networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- The maximum number of Visa Debit Card purchases you may make per day is 30.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$505.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.

- The maximum number of POS Transactions you may make in any one (1) day is 30.
- You may purchase up to a maximum of \$4,005.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- Amounts may be increased on a case-by-case basis, please contact the credit union for more information.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**b. Youth Debit Card.** You may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card for any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the credit union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the credit union. In the event of repeated overdrafts, the credit union may terminate all services under this agreement. You may use your card and personal identification number (PIN) in automated teller machines of the credit union, Cirrus®, STAR, the Exchange and Co-Op networks, and such other machines or facilities as the credit union may designate. In addition, you may use your card without a PIN for certain transactions on the Co-Op, Exchange, and STAR networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network. Please refer to the Member Liability section of this Agreement for terms and conditions. At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa Debit Card.

The following limitations on the frequency and amount of Youth Debit Card transactions may apply:

- There is no limit on the number of Youth Debit Card purchases you make per day.
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
- Maximum withdrawal of \$310 from ATM per day, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one day.
- Maximum purchase amount of \$310 from POS terminals per day, if there are sufficient funds in your account.
- Amounts may be increased on a case-by-case basis, please contact the credit union for more information.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**c. Telephone Teller.** If we approve Telephone Teller for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Telephone Teller to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Telephone Teller via a touch-tone telephone only. Telephone Teller service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Telephone Teller transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**d. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or share draft account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and/or share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**e. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**f. Home Banking.** If Home Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Home Banking to:

- Withdraw funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Access your Home Equity Line of Credit and Line of Credit accounts.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Home Banking via personal computer. Home Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required

balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Home Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**g. Bill Payment.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payment transactions may apply:

- The maximum amount of bill payments each day is \$9,999.00, if there are sufficient funds in your account.

**2. TRANSFER LIMITATIONS** — For all share 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.

**3. CONDITIONS OF EFT SERVICES** —

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

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Foreign Transactions.**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. 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.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES** — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access

code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

847.623.3636  
877.ASK CCCU

or write to:

Consumers Cooperative Credit Union  
1075 Tri-State Pkwy, Suite 850  
Gurnee, IL 60031  
Fax: 847.566.2586

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **6. RIGHT TO RECEIVE DOCUMENTATION —**

**a. Periodic Statements.** Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 847.623.3636 or 877.ASK CCCU. This does not apply to transactions occurring outside the United States.

## **7. ACCOUNT INFORMATION DISCLOSURE —** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

## **8. BUSINESS DAYS —** Our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS —** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages proximately caused by our error. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If acts of God (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral subject to our lien or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If any circumstances beyond our control (such as your willful or negligent use of your card, access code, or any EFT facility for making such transfers) prevent the transaction.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES** — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.

- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

847.623.3636  
877.ASK CCCU

or write to:

Consumers Cooperative Credit Union  
1075 Tri-State Pkwy, Suite 850  
Gurnee, IL 60031  
Fax: 847.566.2586

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**NOTE:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further

preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**13. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Illinois, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**14. ENFORCEMENT** — You are liable to us for any losses, costs or expenses 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 postjudgment collection actions.





**myconsumers.org • 877.275.2228**

*This credit union is federally insured up to at least  
\$250,000 by NCUA. Equal Housing Lender*



# TRUTH-IN-SAVINGS DISCLOSURE

Effective Date:  
January 1, 2024

The rates, fees and terms applicable to your account at Consumers Cooperative C.U. 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) Qualifications Met – “Smart Rate” Qualifications Not Met – “Basic Rate”	2.96% / 3.00% 0.25% / 0.25%	Monthly	Monthly	Monthly (calendar)	0.00	---	---	Daily Balance	Account transfer & withdrawal limitations apply
Holiday Club Savings (SSC)	0.25% / 0.25%	Monthly	Monthly	Monthly (calendar)	0.00	---	---	Daily Balance	Account withdrawal limitations apply
Money Market (SMM)	0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly	Monthly (calendar)	0.00	---	\$ 0.00 \$ 25,000.00 \$ 100,000.00 \$ 250,000.00	Daily Balance	Account transfer & withdrawal limitations apply
Free Checking (SSD)	---	---	---	---	0.00	---	---	---	---
Rewards Checking (SRD) <i>Service requirements met (see Section 2)</i>									
TIER A Basic service requirements met + \$1,000 in credit card purchase transactions	\$0.00 - \$10,000.00 4.88% / 5.00%	Monthly	Monthly	Monthly (calendar)	0.00	---	\$ 0.00	Daily Balance	See Section 1
	\$10,000.01 - \$25,000.00 0.20% / 0.20%						\$ 10,000.01		
	\$25,000.01 and greater 0.10% / 0.10%						\$ 25,000.01		



TIER B	Basic service requirements met + \$500.00 in credit card purchase transactions	\$0.00 - \$10,000.00 3.93% / 4.00%	Monthly	Monthly	Monthly (calendar)	0.00	---	\$ 0.00	Daily Balance	See Section 1
		\$10,000.01 - \$25,000.00 0.20% / 0.20%						\$ 10,000.01		
		\$25,000.01 and greater 0.10% / 0.10%						\$ 25,000.01		
TIER C	Basic requirements met	\$0.00 - \$10,000.00 2.96% / 3.00%	Monthly	Monthly	Monthly (calendar)	0.00	---	\$ 0.00	Daily Balance	See Section 1
		\$10,000.01 - \$25,000.00 0.20% / 0.20%						\$ 10,000.01		
		\$25,000.01 and greater 0.10% / 0.10%						\$ 25,000.01		
	Service requirements <u>not met</u> (see Section 2)	0.01% / 0.01%						\$ 0.00		
	Student Choice Checking (SYD)	--- / ---	---	---	---	0.00	---	---	---	Account limitations apply
	Health Savings Account (HSA) Checking	0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly	Monthly (calendar)	0.00	---	\$ 0.00 \$ 25,000.00 \$ 100,000.00 \$ 250,000.00	Daily Balance	Account limitations apply
	IRA Savings (IRA)	0.25% / 0.25%	Monthly	Monthly	Monthly (calendar)	0.00	---	---	Daily Balance	Account transfer limitations apply
	IRA Money Market (SMI), (SMR)	0.55% / 0.55% 0.65% / 0.65% 0.75% / 0.75% 1.15% / 1.16%	Monthly	Monthly	Monthly (calendar)	0.00	---	\$ 0.00 \$ 25,000.00 \$ 100,000.00 \$ 250,000.00	Daily Balance	Account transfer limitations apply

### 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 \$500.00 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. The 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 or remotely deposited checks totaling at least \$500.00 post and clear your Reward 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. 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.

When you meet all of the basic service requirement for the calendar month, ATM fees incurred during the month will be refunded to you. If you fail to meet any of the basic service requirements during a calendar month, the applicable Dividend Rate and Annual Percentage Yield listed for this account will apply to the entire balance in the account and your ATM fees will NOT be refunded. One Rewards Checking account is allowed per member. Business accounts are not eligible for Rewards. Qualifying credit card purchase transactions must be made using a Consumers Credit Union issued card. Credit card purchases that are returned will not count towards the credit card purchase transaction requirements. The value of the credit card purchases will be reduced by the dollar value of any returned item(s) during the qualification period in which the return was made.

**4. NATURE OF DIVIDENDS** — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**5. DIVIDEND COMPOUNDING AND CREDITING** — The compounding and crediting frequency of dividends and dividend period applicable to each account are stated in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

**6. ACCRUAL OF DIVIDENDS** — For all earnings accounts, dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.

**7. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Membership Share Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Money Market, Rewards Checking, Health Savings Account (HSA) Checking and IRA Money Market 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.

**8. ACCOUNT LIMITATIONS** — For Membership Share, Custom Savings, Special Share Savings, Smart Saver (SMSV) 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 Money Market accounts, the minimum amount per draft withdrawal is \$250.00. 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 saving 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: 1/01/2024

## Share Savings, Checking and Money Market Account Fees

- For Stop Payment of Check (Draft) Preauthorized Payments (including bill payments and 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 assessed ..... \$ **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 overdraft the account.

## ATM/Debit Card Fees

- To replace a lost/stolen debit card ..... \$ **FREE**
- For a copy of a debit card charge ..... \$ **10.00**
- 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**
- For microfilm look-up and reproduction .....\$ **3.00**
- For re-opening an account within 180 days of closing it .....\$ **60.00**
- 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**
- For processing post judgment legal actions .....\$ **100.00**
- For Photocopies.....\$ **0.25**
- For Money Orders.....\$ **5.00**
- Cashier Checks Purchases.....\$ **5.00**
- Charge for VISA Gift Card.....\$ **3.00 each**
- 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.

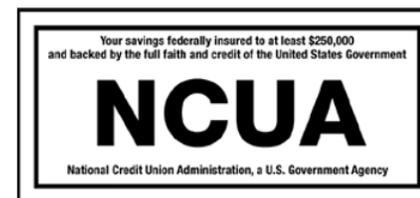
Account fees may be charged to any account with available funds, including certificate and IRA accounts.

## Wire Transfers

- Domestic Bank Wire Transfer  
Incoming Wire.....\$ **10.00**  
Outgoing Wire.....\$ **30.00**

## Share Value

- Par Value of One Share .....\$ **5.00**



This credit union is federally insured by the National Credit Union Administration

Consumers Cooperative Credit Union  
Administrative Office  
1075 Tri-State Pkwy, Suite 850,  
Gurnee, IL 60031

Phone Number: 847.623.3636  
Fax Number: 847.623.9542

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

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

RATE SCHEDULE															
	Dividend Rate (%)			Annual Percentage Yield (APY) %			Renewable Term	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
<input type="checkbox"/> <b>Certificate Accounts</b>															
91 Day	0.50			0.50			91 Day	Fixed	\$250.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - see Transaction Limitations section	Automatic
6 Months	0.65			0.65			6 Months								
<input type="checkbox"/> <b>Certificate / IRA Certificate Accounts</b>															
<input type="checkbox"/> <b>Jumbo Certificate / Jumbo IRA Certificate Accounts</b>															
<input type="checkbox"/> <b>Super Jumbo Certificate Accounts</b>															
<input type="checkbox"/> <b>Certificate / Jumbo Certificate or Super Jumbo Certificate Health Savings Account (HSA)</b>															
	\$250	\$100,000	\$250,000	\$250	\$100,000	\$250,000		Fixed	<input type="checkbox"/> \$250 <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000	Daily	Monthly	Account's Term	Not Allowed	Allowed - see Transaction Limitations section	Automatic
1 Year	0.99	1.09	1.19	1.00	1.10	1.20	1 Year								
18 Months	0.90	1.00	1.10	0.90	1.00	1.10	18 Months								
2 Year	1.19	1.29	1.39	1.20	1.30	1.40	2 Year								
30 Months	1.00	1.10	1.20	1.00	1.10	1.20	30 Months								
3 Year	1.29	1.39	1.49	1.30	1.40	1.50	3 Year								
4 Year	1.34	1.44	1.54	1.35	1.45	1.55	4 Year								
5 Year	1.49	1.59	1.69	1.50	1.60	1.70	5 Year								
<input type="checkbox"/> <b>Special Certificate / Special IRA Certificate Accounts</b>															
<input type="checkbox"/> <b>Special Jumbo Certificate / Special Jumbo IRA Certificate Accounts</b>															
<input type="checkbox"/> <b>Special Super Jumbo Certificate Accounts</b>															
<input type="checkbox"/> <b>Special Certificate / Jumbo Certificate or Super Jumbo Certificate Health Savings Account (HSA)</b>															
	\$250	\$100,000	\$250,000	\$250	\$100,000	\$250,000		Fixed	<input type="checkbox"/> \$250.00 <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000	Daily	Monthly	Account's Term	Not Allowed	Allowed - see Transaction Limitations section	Automatic
7 Months	0.10	0.10	0.10	0.10	0.10	0.10	1 Year								
8 Months	0.10	0.10	0.10	0.10	0.10	0.10	1 Year								
9 Months	0.10	0.10	0.10	0.10	0.10	0.10	1 Year								
10 Months	5.12	5.26	5.36	5.25	5.40	5.50	1 Year								
11 Months	-----	-----	-----	-----	-----	-----	1 Year								
15 Months	0.10	0.10	0.10	0.10	0.10	0.10	18 Months								
17 Months	4.22	4.32	4.41	4.30	4.40	4.50	18 Months								
20 Months	0.10	0.10	0.10	0.10	0.10	0.10	2 Year								
22 Months	-----	-----	-----	-----	-----	-----	2 Year								
45 Months	0.10	0.10	0.10	0.10	0.10	0.10	4 Year								
59 Month	0.10	0.10	0.10	0.10	0.10	0.10	5 Year								

## 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 is a percentage rate that reflects 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 and Annual Percentage Yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

**2. Dividend Period.** For each account the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.

**3. Dividend Compounding and Crediting.** The compounding and crediting frequency of dividends are stated in the Rate Schedule.

**4. Balance Information.** The minimum balance requirements applicable to each account are set forth in the Rate Schedule. To open any account you must deposit or already have on deposit at least the par value of one full share in a Membership Share Savings Account (\$00) account. The par value amount is stated in the Fee Schedule. Some accounts may have additional minimum opening deposit requirements. For all accounts, dividends are calculated by the Daily Balance method, which applies a periodic rate to the balance in the account each day.

**5. Accrual of Dividends.** For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

**6. Transaction Limitations.** For all accounts, after your account is opened you may make withdrawals subject to the early withdrawal penalties stated below. However, any certificate funded using ACH Origination will be restricted from any withdrawal for 90 days from the date of the ACH settlement deposit. For Health Savings Account (HSA) certificate accounts, you must follow the IRA HSA account rules.

**7. Maturity.** Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

**8. Early Withdrawal Penalty.** We may impose a penalty if you withdraw from your account before the maturity date.

**a. Amount of Penalty.** For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of 1 year or less	60 days' dividends
Terms of more than 1 year	120 days' dividends

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

**c. Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

- (I) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- (II) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment; or where the account is a Keogh Plan (Keogh) provided that the depositor forfeits an amount of at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.

**9. Renewal Policy.** The renewal policy for your accounts is stated in the Rate Schedule. For all accounts, your account will automatically renew for another term upon maturity. You have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty. For special term accounts, your account will renew for the next closest regularly available term upon maturity.

**10. Nontransferable/Nonnegotiable.** Your account is nontransferable and nonnegotiable.

**11. 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

Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

# NCUA

National Credit Union Administration, a U.S. Government Agency



**FACTS**

**WHAT DOES CONSUMERS CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- credit history and credit scores
- employment information and payment history

When you are *no longer* our member, we continue to share your information as described in this notice.

**How?**

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Consumers Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Consumers Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call us at 877-275-2228, or visit us online at [myconsumers.org](http://myconsumers.org)

**What we do**

<b>How does Consumers Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Consumers Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or seek advice about your investments</li> <li>▪ give us your income information or apply for financing</li> <li>▪ give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing.</p>

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Consumers Credit Union does not share with our affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Consumers Credit Union does not share with our nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include insurance and investment companies and other financial service providers.</i></li> </ul>

**Other important information**

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**Consumers Credit Union**  
**CALIFORNIA CONSUMER PRIVACY ACT POLICY**

Consumers Credit Union (CCU) is committed to maintaining the security of our member’s personal information. This policy was implemented to comply with the California Consumer Privacy Act (CCPA) and supplements our general Federal Privacy Policy. For more information on our general Privacy Policy, please visit [www.myconsumers.org](http://www.myconsumers.org). The following describes the information we collect from you, how it may be used, and your rights connected with that information.

Your Rights Under CCPA:

As a California resident, the CCPA enumerates your rights as outlined below:

- The right to know what personal information we collect
- The right to know whether the personal information is sold or disclosed, and to whom such information is sold or disclosed.
- The right to say no to the sale of personal information.
- The right to access the personal information.
- The right to request information to be deleted,
- The right to non-discrimination for the exercise of your CCPA rights.

Information We Collect

The information we collect is dependent on the type of request and/ or your established account relationship with us. Categories of general information we have collected from consumers in the last 12 months are listed below:

Categories of information we collect	Personal identifiers such as name, address, phone, Tax Identification Number, age, gender, and email address Driver’s license and/or passport number or similar identification; Occupation Internet Protocol address; Geolocation data; Account numbers; Information regarding your activity on your CCU online banking platform; Employment-related information provided by you in conjunction with a credit request; Financial information; Credit reports and credit scores Sensory data such as fingerprints, voice recording or similar information Publicly available information Face geometry, facial recognition, or similar technology
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### Sources From Which We Obtain Information

- Information you provide to us when applying for or opening a deposit account or loan, or any related services;
- Credit reporting agencies;
- Third-party identity verification services;
- Information collected to authenticate your identity when contacting the Credit Union or using our mobile applications;
- Security monitoring systems;
- Public resources;
- Transaction processing services;
- Government entities.

### Business Purpose of The Information We Collect

- To verify your identity;
- To approve or decline loan, deposit account, or services applications;
- To service those products and services you have with us;
- To consider your job application for hiring;
- To comply with applicable regulations;
- With consultants and auditing firms, and
- For security, institutional risk analysis and mitigation.

### Disclosure or Sale of Information

Consumers Credit Union does not sell or share your information, except as allowed for CCU business operations or required by law. Information is shared with third parties to verify your identity, process requests or inquiries, service your accounts, comply with legal requests or regulatory requirements, or for employment purposes only. Our vendors are prohibited from sharing or selling your information for purposes other than those services we contract for. Please visit our website at [www.myconsumers.org](http://www.myconsumers.org) for more information on our general Privacy Notice.

### Biometric Information

If you have consented to the collection, storage and/or use of biometric information, CCU's Biometric Privacy Policy describes what biometric information is being collected or stored and the purpose and length of term for which such biometric information is being collected, stored, and/or used.

### Right to Request to Delete Personal Information

You have a right to request that we delete the Personal Information (including any Biometric information) that we have collected about you if the information is not required by law or necessary to provide you with services. Upon receipt of your verifiable request to delete your personal information, we will delete your personal information from our records, and direct any service providers to delete your information from their records, unless it is necessary for us to maintain that information in order to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by the you, or reasonably anticipated within the context of a business' ongoing business relationship with the you, or otherwise perform a contract between us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- Comply with state or federal regulations, or other applicable laws;
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information;
- Other purposes allowed in the California Consumer Protection Act.

### Exercising your Rights under CCPA

To exercise your Right to Know and your Right to Request to Delete Personal Information, please visit us in person, or submit your written, signed inquiry to us at:

Consumers Credit Union  
1075 Tri-State Pkwy, Suite 850  
Gurnee, IL 60031

### Verification Process

Consumers Credit Union must verify the request came from you, as required by CCPA. CCU may use multiple methods to verify your identity. Once your request is verified, we will respond as required by the California Consumer Privacy Act. If we are unable to honor a request, we will inform you of the reasons supporting that decision.

### Authorized Agent

You have the right to designate an authorized agent to act on your behalf, submit any requests outlined in this Policy, request to Delete Information collected about you, or exercise any rights provided to you under CCPA. You must provide written permission for your agent to act on your behalf and provide them with the information necessary to identify you. Requests received from your agent will be subject to the verification and response process that would be required for your direct request.

### Right to Non-Discrimination for the Exercise of a Consumer's Privacy Rights

You have a right to not receive discriminatory treatment for exercising your CCPA rights. We respect your rights, and we will not discriminate against you any way for exercising your CCPA rights.

### Contact Information

If you have questions about this policy or our general Privacy Policy, you may request more information by contacting us at (877) 275-2228.

## Real Time Payments (RTP) Terms & Conditions

### **Introduction**

These terms and conditions (these “**Terms**”) are applicable to you in connection with your use of Real Time Payments (RTP) (the “**Service**”). These Terms form a part of your customer agreement (the “**Agreement**”) with Consumers Credit Union; provided that in the event of a conflict between these Terms and this Agreement, these Terms shall control with respect to the Service and your use thereof. **By sending payments or not returning payments received through the Service, you agree that you accept and will comply with these Terms.** If you wish to return a payment received through the Service, you must contact Consumers Credit Union at 877-275-2228.

### **Definitions**

As used in these Terms, the following terms shall have the corresponding meanings set forth below.

**Person** means a natural person or a business, government, or nonprofit entity.

**Sender** means a Person that sends a payment through the Service.

**Service Transfer** means a payment from a Sender to a Receiver through the Service.

**Receiver** means a Person that receives a payment through the Service.

### **About the Service**

The Service enables you to receive payments from Persons that bank with Real Time Payment Service Participants.

### **Access to the Service; Modifications to Terms**

We may suspend or terminate your access to the Service at any time, including if we determine that you have used the Service in a manner that violates these Terms. In addition, we may discontinue or modify the Service at any time in our sole discretion.

We may modify these Terms from time to time and will notify you of any such modifications. Your continued use of the Service (whether by sending a payment or not returning a payment sent to you) following such notice constitutes your acceptance of the Terms as modified.

### **Receiving Payments**

Incoming payments to you through the Service cannot exceed the “Per Service Transfer” limit set by the Sender’s Financial Institution. You are not obligated to accept a payment that is sent to you through the Service. If you wish to reject a payment sent to you through the Service, please contact us at any branch location, or by phone at 877-275-2228.

A Sender may request that you return funds sent through the Service. If we receive a return request, we will contact you.

### **Fees**

There are no fees to receive payments through the RTP network.

### **Failed Service Transfers**

A Service Transfer may fail if:

- there are insufficient funds available in the Sender’s account when the Sender submits the Service Transfer Request;
- the Sending Institution suspects or determines that the Service Transfer does not comply with these Terms or the rules of the RTP System;
- the Receiver rejects the Service Transfer or has declined to receive Service Transfers;
- the Service Transfer Request exceeds the Sender’s Per-Transaction Send Limit or Total Transaction Send Limit;

- the Receiver’s account at the Receiving Institution is closed, invalid, ineligible to receive Service Transfers, or being monitored for suspected fraudulent or other illegal activity;
- the Sender’s account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity;
- the Sending Institution or Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons; or
- the Service is unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within 30 seconds of transmission of the Service Transfer Request by the Sender, unless the Service Transfer fails or is delayed as described above.

If you are the Sender, we will notify you if a Service Transfer fails. If you are the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

***Availability of Funds***

Funds transferred through the Service will be credited to the Receiver’s account by the Receiving Institution immediately upon completion of the Service Transfer Request, and will be available for withdrawal by the Receiver immediately. Funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.

***Prohibited Payments***

You agree that you shall not use the Service to make or receive any of the following types of payments (each, a “**Prohibited Payment**”): (i) payments that violate or appear to violate any local, state, or federal law or regulation, including all regulations of the Office of Foreign Assets Control (ii) payments to accounts domiciled outside the United States.

You acknowledge that you are permitted to use the Service solely for the purpose of receiving payments to your account consistent with the terms of use of the account set forth herein. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

***Transaction Errors; Unauthorized Transactions; Lost or Stolen Credentials***

The terms of your Electronic Fund Transfers Agreement and Disclosure apply to you in conjunction with the use of the Service. If you believe that an erroneous or unauthorized payment has been made through the Service using your account or that your account credentials have been lost, stolen, or otherwise compromised, please contact us immediately.

***Liability***

BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS OFFERED ON AN AS-IS, WHERE-IS BASIS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, CCU DISCLAIMS, TO THE MAXIMUM AMOUNT PERMITTED BY LAW, ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CCU DOES NOT GUARANTEE THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. EXCEPT AS REQUIRED BY LAW, INCLUDING AS SET FORTH IN YOUR ELECTRONIC FUNDS TRANSFER AGREEMENT, OR OTHERWISE PROVIDED HEREIN, CCU’S LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE SERVICE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR \$500. WITHOUT LIMITING THE FOREGOING, CCU SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGE.