

# Account Information Booklet

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Membership and Account Agreement

Electronic Funds Transfers

Funds Availability

Truth-in-Savings

Agreement to Arbitrate



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## **Table of Contents**

Membership and Account Agreement.....	4
Electronic Fund Transfers: Your Rights and Responsibilities .....	19
Your Ability to Withdraw Funds .....	23
Truth-in-Savings Disclosures .....	25
Agreement to Arbitrate.....	32

## Membership and Account Agreement

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Agreement, Account Change Agreement, or any other account opening document (Account Agreement), 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.

Your account type(s) and ownership features are designated by you on your Account Agreement or through the Credit Union's online application and authentication process. By signing an Account Agreement or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Agreement, funds availability disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Share Certificate Confirmation Notice accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services. Continued use of products or services constitutes agreement to terms and conditions as outlined in the Account Agreement and indicates the account should remain in an open and active status.

### 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, including purchase and maintenance of the minimum required share(s) (hereinafter membership share) and/or paying a membership fee 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 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 (1) 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. **Marital Accounts.** A Marital Account is a joint account held by a married couple without the right of survivorship. Either party may designate a POD beneficiary to receive that party's interest when that party dies. On the death of either party, 50% of the account balance is owned by the survivor. The remaining 50% is owned either by the estate of the decedent or by any surviving POD beneficiaries.
- b. **Rights of Survivorship.** Unless otherwise stated on the Account Agreement 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.

- c. **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 or transfer funds, pledge to us all or any part of the shares, or stop payment on items 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.
- d. **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**

If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are 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 regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have any access to the account. 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 and is not eligible to receive a debit card to access the custodial property. 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.

#### **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. Transfer of Account**

Accounts may not be transferred or reassigned without our prior written consent.

#### **9. Account Conversion**

In the event a product or service is no longer offered or is otherwise unavailable, we may change a discontinued product to another product or service after we send you advance notice in accordance with applicable law. If the change affects a certificate account, the change will not occur until the next maturity date.

#### **10. 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. You warrant that you will not present a check that has already been paid, whether it be the original check, substitute check, or any other electronic or paper image.

- 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 (2) 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. 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 generally be credited to your account on the day we consider them received as stated in our funds availability disclosure. Please refer to the funds availability disclosure for details regarding the timing and availability of funds from deposits.

## **11. Account Access**

- a. **Authorized Signature.** Your signature on the Account Agreement, 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. **Confidentiality.** You should protect your account from loss or theft. Do not disclose personal information about your account with anyone who is not permitted to use it. You should keep your PIN, password, and account number confidential. If you gave access to someone who was unauthorized to use the account, you are responsible for any transactions made by that individual or anyone whom they have given access to. Notify us immediately if you believe your account has been compromised.
- d. **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.

## **12. Fund Transfers**

Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code (UCC), such as wire transfers, will be subject to such provisions of the UCC 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 Operating 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 fund transfers to or from your account. We will debit your account for the amount of a fund 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 fund transfers to or from your account.

- c. **No Notice Required.** We will not provide you with notice when fund 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. Please refer to the funds availability disclosure for details regarding the timing and availability of funds from deposits.
- 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 fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund 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. Additionally, we reserve the right to address deposits that have been incorrectly posted or identified as fraudulent to enhance our ability to manage disputed credits effectively and protect our members.
- 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 commercially reasonable security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether or not authorized, 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 Fund Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous fund 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.

- I. **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.

### **13. Account Rates and Fees**

We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Fee Schedule. We may change the Truth-in-Savings Disclosure or Fee Schedule at any time and will notify you as required by law.

### **14. 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 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 protection disclosure(s).

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; or (5) you fail to repay a credit union loan on time. 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.

### **15. Certificate Accounts**

Any time deposit, term share, share certificate, or certificate of deposit account as allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure and Share Certificate Confirmation Notice for each account, the terms of which are incorporated herein by reference.

The liability for dividends declared by the board of directors on certificate accounts and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of the Office of Credit Unions shall take possession of the Credit Union under S.186.235 of the Wisconsin Statutes. Upon dissolution, the director shall determine the priority of payout of the various classifications of savings.

Wis. Admin. Code DFI-CU 60.06.

### **16. Overdrafts**

- a. **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 a fee for each item regardless of whether we pay or return the item. We may charge a fee each time a merchant or other payee submits or resubmits an item for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

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 Fee Schedule.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

- b. 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 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. The amount of an authorization hold may also differ from the final transaction amount when 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. When the hold ends, the held funds will be released and added back to your available balance. The merchant will process the transaction and submit it to us for payment. If your account is overdrawn after any held funds are added back to your account's available balance and the transaction settles and is posted to your account (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 Fee Schedule. 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.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

- c. Understanding Your Account Balance.** Your share draft account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your periodic statement reflects

your actual balance. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Because holds and pending transactions reduce your available balance, they may cause you to overdraw your account and incur overdraft fees. Since your periodic statement reflects your actual balance, it may not include information about holds and pending transactions. However, overdraft fees you incur as a result of holds and pending transactions will be reflected on your periodic statement because fees do impact your actual balance.

The following example illustrates the differences between these two balances. Assume your actual balance is \$50 and your available balance is also \$50. You then go to the gas station, and you use your debit card to buy gas for \$20. When that happens, the gas station (i.e., the merchant) requests us to guarantee or authorize the payment. In that case, we will reduce your available balance by the amount of the authorization hold, which is \$20. Your actual balance would still be \$50 because this transaction has not yet posted to your account (i.e., the transaction has not been completed), but your available balance would be \$30 because you have a commitment to pay the merchant \$20. When the merchant submits its request for payment (which could be several days later), your actual balance will be reduced by the amount of the posted transaction (in this example, \$20). At that time, both your actual and available balance are \$30 assuming no other transactions have posted to your account.

You may check your actual and available balances online at [www.ConnexusCU.org](http://www.ConnexusCU.org), at an ATM, by visiting a credit union branch or by calling us

at 800.845.5025.

### **17. Postdated and Statedated 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.

### **18. Stop Payment Orders**

- a. **Stop Payment Order Request.** Any owner may request a stop payment order on a 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. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.
- 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 sixmonth 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.** Although payment of a check or draft may be stopped, you may remain liable to any holder of the check or draft, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of a check or draft 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 a check or draft, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of a check or draft as a result of incorrect information provided by you.
- d. **Items Subject to Other Rules.** For cashier's checks, teller's checks, or certified checks that have been lost, destroyed, or stolen, refer to provisions elsewhere in this Agreement which describe the claims process for recovering the amount of such a check. For preauthorized debit transactions, which are governed by Regulation E, refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on such transactions.

### **19. Lost, Destroyed, or Stolen Cashier's Checks, Teller's Checks, or Certified Checks**

Generally, you cannot place a stop payment on a cashier's check, teller's check, or certified check that has been lost, destroyed, or stolen because the law treats these types of checks differently than ordinary checks. However, you may be able to assert a claim for the amount of the check. Article 3 of the UCC as adopted by the state in which we are located controls your and our rights and obligations with respect to these types of checks. Please contact us regarding the specific procedures for submitting a claim for a lost, destroyed, or stolen cashier's check, teller's check, or certified check.

### **20. 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.

### **21. 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 Fee Schedule.

### **22. 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.

### **23. 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.

### **24. 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.

### **25. 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.

### **26. 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 Fee Schedule. If we have reason to believe that your address is no longer valid-such as if mail is returned or electronic communications are undeliverable-we may pause sending notices or statements until your contact information is updated, unless otherwise required by law.
- b. **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement at any time. 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.

## **27. 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 close your account and return the balance to you, less any applicable service fees.

## **28. 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 60 days of the date we sent 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. **Claim of Loss.** If you make a claim that an item has been altered, forged or unauthorized, you agree to cooperate with us in the investigation of the loss, including giving us any information relevant to the circumstances relating to the loss. You are responsible for submitting the claim and submitting relevant information surrounding the claim and notifying law enforcement of any criminal acts related to the claim of lost, missing, or stolen checks or withdrawals. We will have a reasonable amount of time to investigate the claim. You agree to assist us and any law enforcement authorities to recover your loss against anyone that is obligated to repay, reimburse or insure you for your loss. You agree to pursue your rights or assign them to us. Our liability will be reduced by any recovery you realize or are entitled to recover from any other party. We are not liable for any damages, losses, or attorney fee's incurred by you. For specific information regarding unauthorized electronic fund transfers, please refer to the "Electronic Funds Transfer Your Rights and Responsibilities" section of this agreement.
- d. **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.

- e. **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 email address shown in our records. If we have reason to believe that your address is no longer valid-such as if mail is returned or electronic communications are undeliverable-we may pause sending notices or statements until your contact information is updated, unless otherwise required by law.

### **29. 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 Fee Schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer 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.

### **30. 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 Agreement or other document which evidences a change to an account and accepted by us.

### **31. Spirit of the Account**

We are pleased to offer higher dividend rates and ATM surcharge rebates as rewards to members that use their dividend-bearing checking account in good faith as their sole, primary checking account. The account was not designed for use as an alternate investment strategy. The expected account activity includes, but is not limited to, ATM/debit card transactions for normal day-to-day household expenses and purchases (such as gas, groceries, entertainment, etc.). If we, at our sole discretion, determine that transactions are being manipulated on one or more of your accounts for the sole purpose of qualifying for the monthly rewards, we reserve the right to close the account or change the account to a non-dividend-bearing account type.

### **32. 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.

### **33. Suspension/Denial of Services**

We may suspend, deny, restrict, or revoke any or all credit union services, including account access, access to credit union premises, and/or outbound transfer services when your account is being misused; you have demonstrated conduct which is abusive in nature; to prevent a loss; you have caused a loss to the Credit Union; you pose a security risk; you initiated unwanted physical contact; and/or you exhibited improper or unsafe behaviors such as fraudulent activities, weapon possession on Credit Union premises, or communications that contain threats, profanity, or harassing comments.

### **34. Termination of Membership**

You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all of your accounts. You may be expelled for any reason allowed by applicable law or our bylaws.

### **35. Death of Account Owner**

We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member 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, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

### **36. 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.

### **37. 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.

### **38. 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.

### **39. 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 Wisconsin. 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.

### **40. 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.

### **41. 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, and we may use such communications for security reasons, to retain an authentication record, and to ensure we are providing you courteous and efficient service.

#### **42. Financial Exploitation**

As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may: (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we act in good faith and exercise reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law

#### **43. Consent to Contact**

By signing or otherwise authenticating an Account Agreement, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message 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 any 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.

#### **44. Communications**

The Credit Union and our agents may contact you using any methods as allowed by law, including but not limited to calls, texts, and SMS messages to any landline or cellular phone number that you provided; secure notifications via Digital Banking; or other electronic forms of communication, such as pre-recorded or artificial voice calls or messages. We are not required to act upon instructions left via fax, voicemail, or email unless required by law or we have agreed to do so in writing. All written and oral communication will be in English. If documents are provided to you or if verbal communications with you are in a language other than English, it is as a courtesy and does not obligate us to present any future documents or conduct future business with you in any language other than English, except as otherwise required by law. You acknowledge that by utilizing voiceprint recognition, you consent to the use of your voice/voiceprint for security purposes.



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## **Electronic Fund Transfers:**

### **Your Rights and Responsibilities**

We are capable of handling the following types of electronic fund transfers; however, some types may not apply to your specific account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties** - You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and Credit Union information. This information can typically be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your Credit Union and account information (Whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers.

Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- Electronic check or draft conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- Electronic returned check or draft charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Telephone Banking Transfers** - types of transfers - You may access your account by telephone 24 hours a day at 800.845.5025 using your access code number and your member number to:

- Transfer funds between your Connexus checking, savings, and money market accounts
- Transfer funds from your line of credit to your Connexus checking or savings accounts
- Make payments from your Connexus checking or savings accounts to your Connexus loan
- Get information about your Connexus account balances and the last thirty (30) days of account transactions

**ATM Transfers** - types of transfers, frequency and dollar limitations, and charges - You may access your account(s) by ATM using your debit card and personal identification number to:

- Make deposits to checking or savings account(s)
- Get cash withdrawals from a checking or savings account with the following limitations (in combination with Debit Card point-of-sale transactions)
  - Limited to three cash withdrawals per day
  - Dollar limits will be disclosed in writing at card issuance
  - Charge for excess withdrawals may apply as disclosed in the Fee Schedule

The above limitations are in combination with point-of-sale transactions:

- Transfer funds from savings to checking account(s)
- Transfer funds from checking to savings account(s)

Some of these services may not be available at all ATM terminals.

**Debit Card Point-Of-Sale Transactions** - types of transfers, frequency and dollar limitations, and charges - You may access your checking account to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. The Credit Union reserves the right to suspend or cancel your debit card at any

time without notice.

- Limitations will be disclosed in writing upon issuance of your debit card (in combination with ATM transfers).

#### **Currency Conversion and International Transactions.**

**For point-of-sale/merchant transactions using Visa network and ATM transactions through CO-OP debit processing** - When you use your ATM/debit card for this type of transaction and it settles in a currency other than US Dollars, the charge will be converted into the US Dollar amount. The currency conversion rate used to determine the transaction amount in US Dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions if there is no currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. As a result, we will charge you a .8% international transaction fee on all international transactions if there is no currency conversion. If there is a currency conversion, we will charge you an international transaction fee of 1% of the transaction. An international transaction is a transaction where the country of the merchant is outside the USA.

**For ATM transactions using Cirrus network** - When you use your ATM/debit card for this type of transaction and it settles in a currency other than US Dollars, MasterCard/Cirrus will convert the charge into a US Dollar amount. The MasterCard/Cirrus currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard/Cirrus. The exchange rate MasterCard/Cirrus uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard/Cirrus charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard/Cirrus charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we will charge you a currency conversion fee of .2% of the transaction if there is a currency conversion and a cross-border transaction fee of .9% of the transaction. The cross-border transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Advisory against Illegal Use** - You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing** - We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are: NYCE Payments Network®, LLC (NYCE), an FIS™ company

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Digital Banking Transfers** - types of transfers - You may access your account(s) via [www.ConnexusCU.org](http://www.ConnexusCU.org) or mobile application using your login credentials, to:

- Get information about your account balances and transaction history
- Transfer funds between checking, savings, and money market accounts
- Transfer funds from line of credit to checking or savings
- Transfer funds between an eligible Connexus account and a verified external account held at another financial institution
- Make payments from checking or savings to loan accounts with us
- Make payments from checking to third parties through Bill Pay
- Deposit checks through a mobile application

Review our Fee Schedule for any charges that may apply.

**Visa Account Updater Notice of Right to Opt Out** - Effective October 1, 2017 your Visa Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. With VAU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time. If you want to opt out, phone us at 800.845.5025. You must include your name, address and account number. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

**Health Savings Accounts (HSA)** - We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA – for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction – can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. In addition, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement.

## **Termination**

You may terminate the electronic fund transfer agreement by writing to the Credit Union address provided. We may terminate the electronic fund transfer agreement by writing to the address provided by the member.

## **Fees**

Review our Fee Schedule for any charges that may apply to electronic funds transfers.

**ATM Operator/Network Fees** - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

## **Documentation**

Terminal transfers - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal.

However, you may not get a receipt if the amount of the transfer is \$15 or less.

Preauthorized credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800.845.5025 to find out whether or not the deposit has been made.

Periodic statements - You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, all accounts will receive statements at the frequency specified by regulation.

## **Preauthorized Payments**

Stop Payment Rights - If you have arranged in advance to make regular payments out of your account, you may stop any of these payments. You must notify us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you make the request orally, we may also require a written request within 14 days after you make the request.

Review our Fee Schedule for any charges that may apply with placing a stop payment.

Notice of varying amounts - If these regular payments may vary in amount, the person you are going to pay will tell you, 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 transfer - If you order us to stop one of these payments 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.

## **Credit Union's Liability**

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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable in the following events:

- Through no fault of ours, you do not have enough money in your account to make the transfer;
- You have an overdraft line and the transfer would go over the credit limit;
- The ATM where you are making the transfer does not have enough cash;
- The terminal or system was not working properly and you knew about the breakdown when you initiated the transfer;
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
- There may be other exceptions stated in our agreement with you.

## **Confidentiality**

As explained in our separate Privacy Policy disclosure, we will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders;

## **Consumer Liability**

Unauthorized Transfers - Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. 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 you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

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

**Additional Limit on Liability for debit card** - Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your personal identification number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

### **Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers, call or write us as soon as possible if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt at the telephone number or address listed in this disclosure. We must hear from you no later than 60 days after we sent the FIRST statement on which the error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. 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 10 business days. We will determine whether an error occurred within 10 business days (5 business days for ATM/debit card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for ATM/debit card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

#### **Connexus Credit Union**

P.O. BOX 8026

Wausau, Wisconsin 54402-8026

Business Days: Monday through Friday

Phone: 800.845.5025

Email: [info@connexuscu.org](mailto:info@connexuscu.org)

For concerns or feedback, please visit us at: [ConnexusCU.org/about/contact-us](http://ConnexusCU.org/about/contact-us)

### **Your Ability to Withdraw Funds**

This policy statement applies to "transaction" accounts. In general, transaction account permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you immediately. Electronic direct deposits will generally be available on the day we receive the deposit. We reserve the right to hold ACH credits for up to one business day if additional time is required to verify a transaction. Once they are

available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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 closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, 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 bank, 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.

### **Longer Delays May Apply**

**Case-by-case delays:** In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be available immediately.

If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

**Special Rules for New Accounts:** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available immediately if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 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 ninth business day after the day of your deposit.

**Deposits at Automated Teller Machines:** Deposits made at automated teller machines (ATMs) will be considered received immediately. However, only the first \$275 of your deposits may be available immediately. These rules apply to ATMs that we own and operate. All ATMs that we own or operate are identified as our machines. Funds from any deposits (cash or checks) made at ATMs we do not

own or operate will not be available until the fifth business day after the day of your deposit.

## Truth-in-Savings Disclosures

### Common Features

**Membership Requirements:** As a condition of membership in the Credit Union, you must maintain the value of one share in your Simply Savings Account. The par value of a share is \$5.00. Members that are at least 18 years of age are eligible for one vote at the annual meeting regardless of the number of memberships maintained at the Credit Union. You agree to maintain the par value of one share at the Credit Union for as long as you have an investment, outstanding loan balance, service, or account at the Credit Union. A member who withdraws all of the member's shareholdings shall thereby cease to be a member of the Credit Union and shall be ineligible to hold any other form of investment, loan, or account at the Credit Union.

**Use of Account:** You agree to use your account for consumer (personal, family, or household) purposes only. The Credit Union may enforce this provision consistent with the remedies provided herein.

**Transaction Limitations:** We reserve the right to require a member intending to make a withdrawal from any account (except a share draft account) to give written notice of intent not less than thirty (30) days before such withdrawal. Teen checking accounts are not eligible for external transfers.

**Nature of Dividends:** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**National Credit Union Share Insurance Fund:** Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund. You can visit the official NCUA website at [www.mycreditunion.gov](http://www.mycreditunion.gov) and click on the Share Insurance link to learn more details. You can also obtain an estimate of share insurance coverage for your accounts at Connexus Credit Union.

**Fees and Dividends:** Please refer to the Fee Schedule and Investment Rates sheet on the Connexus Credit Union website for detailed information.

### Simply Savings Account

**Rate Information:** The dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the Credit Union board of directors.

**Compounding and Crediting:** Dividends will be compounded quarterly. Dividends will be credited to your account quarterly.

**Dividend Period:** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) to your account.

**Minimum Balance Requirements:** The minimum deposit required to open this account is \$5.00. You must maintain a daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield. Please see the Membership Requirements in the Common Features section for additional information.

**Transaction Limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section and the Fee Schedule.

### Additional Simply Savings Account

**Rate Information:** The dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the Credit Union board of directors.

**Compounding and Crediting:** Dividends will be compounded quarterly. Dividends will be credited to your account quarterly.

**Dividend Period:** For this account type, the dividend period is quarterly. For

example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) to your account.

**Minimum Balance Requirements:** There is no minimum deposit required to open this account. You must maintain a daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield. Please review the Common Features section for additional information.

**Transaction Limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section and the Fee Schedule.

### **High-Yield Savings Account**

**Rate Information:** The dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the Credit Union board of directors. Please refer to our separate rate sheet.

**Compounding and Crediting:** Dividends will be compounded monthly. Dividends will be credited to your account monthly.

**Dividend Period:** For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your High-Yield Savings Account before dividends are credited, you will not receive the accrued dividends.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) to your account.

**Minimum Balance Requirements:** The minimum deposit required to open this account is \$5.00. You must maintain a daily balance of \$100-\$250,000 to earn a preferential annual percentage yield. Balances under \$100 will earn no dividends. Balances over \$250,000 will earn a reduced rate as indicated on our rate sheet. Please see the Membership Requirements in the Common Features section for additional information.

**Account Requirements:** In the Spirit of the Account, only one High-Yield Savings Account will be allowed, per member. If a member has more than one High-Yield Savings Account, the subsequent account(s) will be closed and the funds transferred to a then-existing Simply Savings Account.

**Transaction Limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section and the Fee Schedule.

### **Health Savings Account**

**Rate Information:** The dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the Credit Union board of directors.

**Compounding and Crediting:** Dividends will be compounded monthly. Dividends will be credited to your account monthly.

**Dividend Period:** For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on

the business day you deposit the noncash items (for example, checks) to your account.

**Minimum Balance Requirements:** You must maintain a daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Transaction Limitations:** Consult your tax advisor and refer to the Internal Revenue Code for any transaction limitations. Please review the Common Features section and the Fee Schedule for additional terms that may apply.

### **Xtraordinary Checking Account**

**Rate Information:** The dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the Credit Union board of directors.

**Compounding and Crediting:** Dividends will be compounded monthly. Dividends will be credited to your account monthly.

**Dividend Period:** For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your Xtraordinary Checking Account before dividends are credited, you will not receive the accrued dividends.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) to your account.

**Account Requirements:** To earn dividends, subscription to eStatements, a monthly deposit of at least \$500 from either a direct deposit or an ACH deposit (from a non-Connexus account), and either a minimum of fifteen (15) debit card purchases or \$500 in net spend purchases using your debit card are required per month. ATM transactions are not included. Debit card purchases must post to your account by the last calendar day of the month. You must meet the preceding account requirements to earn dividends during the monthly period. Primary owner must be the age of majority (18+) to open this type of account.

**Transaction Limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section and the Fee Schedule.

### **Teen Checking Account**

**Rate Information:** The dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the Credit Union board of directors.

**Compounding and Crediting:** Dividends will be compounded monthly. Dividends will be credited to your account monthly.

**Dividend Period:** For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your Teen Checking Account before dividends are credited, you will not receive the accrued dividends.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) to your account.

**Account Requirements:** Primary owner must be a minor between the ages of 10 and 17. A parent or legal guardian is required to register as a joint owner of the account. When the primary owner becomes 18 years old, the account will automatically convert to an Simply Free Checking Account.

**Transaction Limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section and the Fee Schedule.

## **Simply Free Checking Account**

**Rate Information:** This account does not earn dividends.

**Transaction Limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section and the Fee Schedule.

**Account Requirements:** Primary owner must be the age of majority (18+) to open this type of account.

**Fees and Other Charges:** There are no monthly maintenance fees or minimum balance requirements on this account. Certain account fees may still apply, including but not limited to overdraft, outgoing wire transfers, and stop payment fees. Please see the Fee Schedule for a full list of associated fees.

## **Money Market Account**

**Rate Information:** The dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the Credit Union board of directors.

**Compounding and Crediting:** Dividends will be compounded monthly. Dividends will be credited to your account monthly.

**Dividend Period:** For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) to your account.

**Minimum Balance Requirements:** The minimum balance required to open this account is \$1,000.00. You must maintain a daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Transaction Limitations:** During any month, you may make four withdrawals or transfers from this account.

**Fees and Charges:** After four withdrawals or transfers have been made during the month, an excessive withdrawal fee will be charged for each additional withdrawal or transfer. Please refer to the Fee Schedule.

## **Term Share Certificate (Regular and IRA)**

**Rate Information:** You will be paid the disclosed rate until maturity. Please refer to our separate rate sheet.

**Compounding Frequency:** Unless otherwise paid, dividends will be compounded quarterly.

**Crediting Frequency:** Dividends will be credited to your account quarterly. Alternatively, you may choose to have dividends paid to you or to another account every quarter rather than credited to this account.

**Dividend Period:** For this account type, the dividend period is the same as the term, beginning on the date the account is opened and ending on the stated maturity date.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) into your account.

**Minimum Balance Requirements:** The minimum balance required to open a Regular or IRA Certificate is \$5,000.00.

**Transaction Limitations:** Once the account is opened, you may not make any additional deposits to the account until the maturity date. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Typically, withdrawals are not permitted within the first 90 days from the account opening date. Principal withdrawn before maturity is included in the amount subject to an early withdrawal penalty. You can withdraw dividends credited in the term before the maturity of that term without penalty at any time.

**Time Requirements:** Your account will mature on the date specified on your statement.

**Early Withdrawal Penalties:** We may impose a penalty if you withdraw funds before the maturity date when

- Your account has an original maturity of one year or less; the penalty will equal 90 days of dividends on the amount withdrawn subject to penalty.
- Your account has an original maturity of more than one year, but less than five years; the penalty will equal 180 days of dividends on the amount withdrawn subject to penalty.
- Your account has an original maturity of five years or greater; the penalty will equal 365 days of dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is a part of an IRA or other tax-deferred savings plan.

**Withdrawal of Dividends Prior to Maturity:** The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically Renewable Account:** This account will automatically renew at maturity. You may prevent renewal if we receive written notice or telephone request from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period mentioned below). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a then-existing dividend-bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. If your Share Certificate is a Special Term, the related renewal will be disclosed to you before account opening. "Special Term" shall mean a Term other than 3, 6, 9, 12, 24, 36, 48, or 60 months. The dividend rate will be the same as we offer on new term share accounts on the maturity date with the same term, minimum balance (if any) and other features as the original term share account. You will have a grace period of ten (10) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

### **Jumbo Share Certificate (Regular and IRA)**

**Rate Information:** You will be paid the disclosed rate until maturity. Please refer to our separate rate sheet.

**Compounding Frequency:** Unless otherwise paid, dividends will be compounded quarterly.

**Crediting Frequency:** Dividends will be credited to your account quarterly. Alternatively, you may choose to have dividends paid to you or to another account every quarter rather than credited to this account.

**Dividend Period:** For this account type, the dividend period is the same as the term, beginning on the date the account is opened and ending on the stated maturity date.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) into your account.

**Minimum Balance Requirements:** The minimum balance required to open a Jumbo Share or IRA Certificate is \$100,000.00. If account balance drops below \$100,000.00, no dividends will be earned.

**Transaction Limitations:** Once the account is opened, you may not make any additional deposits to the account until the maturity date. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Typically, withdrawals are not permitted within the first 90 days from the account opening date. Principal withdrawn before maturity is included in the amount subject to an early withdrawal penalty. You can withdraw dividends credited in the term before the maturity of that term without penalty at any time.

**Time Requirements:** Your account will mature on the date specified on your statement.

**Early Withdrawal Penalties:** We may impose a penalty if you withdraw funds before the maturity date when

- Your account has an original maturity of one year or less; the penalty will equal 90 days of dividends on the amount withdrawn subject to penalty.
- Your account has an original maturity of more than one year, but less than five years; the penalty will equal 180 days of dividends on the amount withdrawn subject to penalty.
- Your account has an original maturity of five years or greater; the penalty will equal 365 days of dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this accounts, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is a part of an IRA or other tax-deferred savings plan.

**Withdrawal of Dividends Prior to Maturity:** The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically Renewable Account:** This account will automatically renew at maturity. You may prevent renewal if we receive written notice or telephone request from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period mentioned below). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a then-existing dividend-bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. If your Share Certificate is a Special Term, the related renewal will be disclosed to you before account opening. "Special Term" shall mean a Term other than 3, 6, 9, 12, 24, 36, 48, or 60 months. The dividend rate will be the same as we offer on new term share accounts on the maturity date with the same term, minimum balance (if any) and other features as the original term share account. You will have a grace period of ten (10) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

### **Bump-Up Share Certificate (Regular and IRA)**

**Rate Information:** You will be paid the disclosed rate until maturity. Please refer to our separate rate sheet.

**Bump-Up Request:** Bump-Up Share Certificates allow a one-time rate increase during the original term plus a one-time rate increase during each subsequent term. You must exercise the bump-up rate increase option during the then-current term. If your Bump-Up Share Certificate renews, you will receive a new bump-up rate increase option applicable to the renewal term. Bump-up requests can be made by calling 800.845.5025 or stopping in to your local branch and returning the necessary form(s). Your bump-up rate increase request will be processed within two (2) business days of the request and the returned form(s). The bump-up interest rate will be effective upon the receipt of the necessary form(s) during business hours.

**Compounding Frequency:** Unless otherwise paid, dividends will be compounded quarterly.

**Crediting Frequency:** Dividends will be credited to your account quarterly. Alternatively, you may choose to have dividends paid to you or to another account every quarter rather than credited to this account.

**Dividend Period:** For this account type, the dividend period is the same as the term, beginning on the date the account is opened and ending on the stated maturity date.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) into your account.

**Minimum Balance Requirements:** The minimum balance required to open a Bump-Up Regular or IRA Share Certificate is \$5,000.00.

**Transaction Limitations:** Once the account is opened, you may not make any additional deposits to the account until the maturity date. You may make withdrawals of principal from your account before maturity only if we agree at the

time you request the withdrawal. Typically, withdrawals are not permitted within the first 90 days from the account opening date. Principal withdrawn before maturity is included in the amount subject to an early withdrawal penalty. You can withdraw dividends credited in the term before the maturity of that term without penalty at any time.

**Time Requirements:** Your account will mature on the date specified on your statement.

**Early Withdrawal Penalties:** We may impose a penalty if you withdraw funds before the maturity date when

- Your account has an original maturity of one year or less; the penalty will equal 90 days of dividends on the amount withdrawn subject to penalty.
- Your account has an original maturity of more than one year, but less than five years; the penalty will equal 180 days of dividends on the amount withdrawn subject to penalty.
- Your account has an original maturity of five years or greater; the penalty will equal 365 days of dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is a part of an IRA or other tax-deferred savings plan.

**Withdrawal of Dividends Prior to Maturity:** The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically Renewable Account:** This account will automatically renew at maturity. You may prevent renewal if we receive written notice or telephone request from you before maturity of your intention not to renew or if you withdraw the funds in the account at maturity (or within the grace period mentioned below). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a then-existing dividend-bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. If your Share Certificate is a Special Term, the related renewal will be disclosed to you before account opening. "Special Term" shall mean a Term other than 3, 6, 9, 12, 24, 36, 48, or 60 months. The dividend rate will be the same as we offer on new term share accounts on the maturity date with the same term, minimum balance (if any), and other features as the original term share account. You will have a grace period of ten (10) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

## **IRA Savings Account**

**Rate Information:** The dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the Credit Union board of directors.

**Compounding and Crediting:** Dividends will be compounded quarterly. Dividends will be credited to your account quarterly.

**Dividend Period:** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) to your account.

**Transaction Limitations:** Additional deposits into the account are allowed up to the current maximum annual contributions based on Federal IRA deposit limits and your personal tax situation. Contact your tax consultant for this information.

## **Holiday Club Account**

**Rate Information:** The dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the Credit Union board of directors.

**Compounding and Crediting:** Dividends will be compounded quarterly. Dividends will be credited to your account quarterly.

**Dividend Period:** For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31. Funds will be credited to your Simply Savings Account on October 1 of each year by funds transfer.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends begin to accrue on the business day you deposit the noncash items (for example, checks) to your account.

**Transaction Limitations:** You may not make any withdrawals or transfers, internal or external, to a third party by means of a preauthorized or automatic transfer, via telephonic order or instruction, or via similar order to a third party.

### **Extended Insurance Account**

**Rate Information:** The dividend rates and annual percentage yields may change at any time. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors. The balance ranges, and corresponding dividend rates and annual percentage yields applicable to each tier, are disclosed in the Investment Rates.

**Compounding and Crediting:** Dividends will be compounded quarterly. Dividends will be credited to your account quarterly.

**Dividend Period:** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Minimum Balance Requirements:** The minimum deposit required to open this account is \$1.00. You must maintain a daily balance of \$1.00 in your account each day to obtain the disclosed annual percentage yield. Please see the Membership Requirements in the Common Features section for additional information.

**Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Dividends:** Dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit into your account. For all accounts, if you close your account before accrued dividends are credited, you will not receive the accrued dividends.

**Transaction Limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section and the Fee Schedule.

### **Agreement to Arbitrate**

#### **IMPORTANT: Please Read**

You have the right to reject this Agreement (see below).

Except for certain types of disputes described below, if you or we elect to arbitrate a dispute:

- The dispute will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.
- Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.
- You will be entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.
- Discovery and rights to appeals in arbitration are more limited than in court, and other rights that you and we would have in court may not be available in arbitration.

This Arbitration Agreement describes Disputes (as defined below) subject to arbitration. Arbitration is a method of resolving controversies or claims in front of a neutral person, instead of in court in front of a judge and/or jury. In this Arbitration Agreement, "We" and "Us" and "Our" mean Connexus Credit Union.

“You” and “Your” means a member of Connexus Credit Union; any borrower, customer, co-signor, or guarantor; any person who grants a security interest in any property securing a loan or other extension of credit; a person who signs an Account Agreement; and any person who applies for or obtains goods or services from Connexus Credit Union.

Except as otherwise provided in this Arbitration Agreement, either You or We may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute or with respect to other Disputes or counterclaims brought later in the lawsuit. If You or We elect to arbitrate a Dispute, the Dispute shall be fully resolved by binding arbitration. Judgment on the arbitration award may be entered in any court with jurisdiction. The arbitrator’s decision is final and binding, except for any right to appeal provided by the Federal Arbitration Act, 9 U.S.C. §§ 1 et. seq. (“FAA”).

**Your Right to Reject** (within 30 days after the date the Arbitration Agreement is given to You): If You do not want this Arbitration Agreement to apply, You may reject it by mailing Us at: Connexus Credit Union, Attn.: Corporate Legal, PO Box 8026, Wausau, WI 54402-8026 a written rejection notice telling Us that You are rejecting this Arbitration Agreement. A rejection notice is only effective if it has a postmark of 30 days or less after We have given You the Arbitration Agreement. If You reject this Arbitration Agreement, that will not affect any other provision of any contract or the status of any other contract, including any other arbitration agreement to which You are subject and have not rejected. If You do not reject this Arbitration Agreement, it will be effective as of the date that it is given to you. It is given to you on the first date that it is handed to you in person, it is mailed to you, or it is sent to you electronically.

A “Dispute” is any controversy or claim arising out of or in any way related to Your account(s) (including but not limited to Your share and checking account(s)); Your loan(s); the purchase, sale, delivery, set-up, quality of any goods financed by Us or contacts assigned to Us; advertising for any services or goods; or the products or services Connexus has provided, will provide, or has offered to provide to You; and/or any aspect of Your relationship with Connexus. Dispute shall have the broadest meaning possible and includes any controversy or claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. Dispute also includes any controversy or claim related to the validity, enforceability, coverage, or scope of this agreement, except any controversy or claim relating to the scope or enforceability of the Class Action Waiver defined below (any controversy or claim relating to the scope or enforceability of the Class Action Waiver shall be determined by a court and not by an arbitrator). Further, Dispute includes any controversy or claim with Our employees, agents, vendors, successors or assigns, predecessors, and past, present, or future affiliates, and any Dispute against these parties may be joined or consolidated with any related Dispute against Us in a single individual (i.e., non-class) arbitration proceeding or single individual (i.e., non-class) small claims action.

**Class Action Waiver (“Class Action Waiver”)**: You and We agree that (a) neither You nor We may participate in a class action in court or in a class-wide arbitration, either as a plaintiff, defendant, or class member; (b) neither You nor We may act as a private attorney general in court or in arbitration; (c) Disputes brought by or against You may not be joined or consolidated with Disputes brought by or against any other person, except in the limited circumstance as provided in the above paragraph addressing the meaning of Dispute under this Arbitration Agreement; and (d) the arbitrator shall have no power or authority to conduct a class-wide arbitration, private attorney general arbitration, or joined or consolidated arbitration, except in the limited circumstance as provided in the above paragraph addressing the meaning of Dispute under this Arbitration Agreement.

Notwithstanding the foregoing, the following are exceptions to the ability to require arbitration under this Arbitration Agreement: (a) the enforceability of the Class Action Waiver shall be determined by a court; (b) both You and We have the right to pursue a Dispute in a small claims court instead of arbitration, if the Dispute is in that court’s jurisdiction, proceeds on an individual (i.e., non-class) basis, and is not appealed from small claims court to any different court; (c) nothing in this Arbitration Agreement shall be deemed to limit or constrain Your or Our right to resort to self-help remedies, such as the right to repossess a vehicle or the right of set-off; (d) this Arbitration Agreement does not apply to

any consumer credit transaction secured by a dwelling, including a mortgage or a home equity line of credit secured by Your principal dwelling; (e) nothing in this Arbitration Agreement shall be deemed to limit or constrain Our right 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; and (f) the requirement to arbitrate will not apply to individuals defined as "Covered Borrowers" under the Military Lending Act.

If any provision of this Arbitration Agreement other than the Class Action Waiver is held to be invalid or unenforceable, the remaining portion shall remain in force; if, however, the Class Action Waiver is held to be invalid or unenforceable, and that determination is not reversed on appeal, then this Arbitration Agreement shall be void in its entirety. Notwithstanding the foregoing, if a court determines that the Class Action Waiver is unenforceable as to a particular claim or request for relief, and that determination is not reversed on appeal, then the parties agree that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims and requests for relief. The parties acknowledge and agree that under no circumstances will a class action or a request for the remedy of public injunctive relief be arbitrated. Whoever elects arbitration may choose to arbitrate under the rules and procedures of either JAMS or the American Arbitration Association; however, in the event of a conflict between these rules and procedures and the provisions of this Arbitration Agreement, You and We agree that this Arbitration Agreement governs for that specific conflict. You may obtain the rules and procedures, information on fees and costs (including waiver of the fees), and other materials, and may file a claim by contacting the selected organization. The addresses and websites of the organizations are JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com); and American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, [www.adr.org](http://www.adr.org). If neither JAMS nor the American Arbitration Association is able or willing to serve, and You and We cannot otherwise agree on a substitute arbitrator, then a court with appropriate jurisdiction shall appoint an arbitrator. Regardless of who elects arbitration, We shall pay for any filing, administration, and arbitrator fees in accordance with the Rules; provided, however, that if You initiate arbitration, You will pay the filing fee to the extent required by the rules of the arbitration forum but, in no event will You pay more than the cost of filing a lawsuit in state court. We will consider any good faith request You make to Us to pay the arbitrator's filing fee if You cannot obtain a waiver of such fees from the arbitrator and We will not seek or accept reimbursement of any such fees. Each party will bear the expense of their attorneys, experts, and witnesses. However, if You prevail in arbitration on a claim that, by law, requires an award of attorney fees and costs, the arbitrator will award You those fees and costs in accordance with such law. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Dispute based on the papers submitted by You or Us and/or through a telephonic hearing. However, any arbitration hearing that You attend will take place at a location that is reasonably convenient to You or where permitted or required by applicable law. Notice of the time, date, and location shall be provided to You and Us under the rules and procedures of the arbitration organization selected. In the event there is an agreement to arbitrate claims or disputes that conflicts with this Arbitration Agreement, whether such agreement is executed before, at the same time, or after this Arbitration Agreement, the terms of this Arbitration Agreement shall control any and all Disputes between You and Us. Notwithstanding anything to the contrary herein or in another agreement between You and Us, this Arbitration Agreement may be amended by Us only upon 30-day notice to You. However, any such amended agreement shall not apply to any claim that has already been filed, has accrued, or of which We otherwise have knowledge.

You and We agree that this Arbitration Agreement, Our relationship, or any transaction between You and Us involves interstate commerce. This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act ("FAA") to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Dispute at issue. If a court finds the FAA does not apply, and the finding cannot be appealed, then

Your state's law governs. The arbitrator must follow, to the extent applicable: (1) the substantive law of the state in which You and We entered into the transaction giving rise to this agreement; (2) the applicable statutes of limitations; and (3) claims of privilege recognized at law. Except as otherwise provided in this Arbitration Agreement, the arbitrator is authorized to award all individual (i.e., non-class) remedies permitted by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and attorneys' fees and costs, if and where applicable. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings conducted in court. This Arbitration Agreement will survive the termination of Your membership, closure of any account, and/or payoff of any loan or credit account.



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