



## Terms and Conditions of Your Account

**Agreement** - This Agreement, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules, which control your account(s) with us. **Please read this carefully.** By signing an Account/Signature Form and opening or continuing to have your account(s) with us, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account/Signature Form, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notices, Credit Union Bylaws, any other disclosures accompanying this Agreement, and any future amendments to these documents which collectively govern your membership and account(s). You will receive a separate schedule of rates, qualifying balances, and fees, if they are not included in this document. If you have any questions, please contact us.

This Agreement is subject to applicable federal laws and the laws of the state of Wisconsin (except to the extent that this Agreement can and does vary such rules or laws). As permitted by applicable law, you agree that any commencement of legal action based whole or in part on this Agreement must be brought in either Fond du Lac or La Crosse County, Wisconsin. In addition to the Agreement and state and federal law, Credit Union accounts and services are also subject to the Credit Union's bylaws, Federal Reserve regulations, and the rules of any clearinghouse association to which the Credit Union belongs, as well as any supplemental agreement the Credit Union may use from time to time to address unique characteristics of certain accounts or services. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) Summarize some laws that apply to common transactions;
- (2) Establish rules to cover transactions or events which the law does not regulate;
- (3) Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the Account/Signature Form for your account or in some other document.

As used in this document the words "we," "our", and "us" mean the financial institution and the words "you" and "your" mean all account holder(s), agents, and fiduciaries of a single or multiple party account and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The word "Account" means any of the share, share draft or checking, club, share certificate (certificate of deposit), money market or escrow accounts, as well as any other share savings type accounts you have at the Credit Union. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account.

The Credit Union may release such information about your account to third parties as is necessary to verify the existence of your account. You also authorize the Credit Union to report any abuses of any account or services you receive to the appropriate credit and check verification bureaus.

To join the Credit Union you must meet the membership requirements including the purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's Bylaws.. You must maintain at least one share in the Credit Union while you have any account or loan with us. You agree to be bound by the terms and conditions of the Credit Union's bylaws and by all federal and state laws and regulations that apply to your account and the Credit Union. Our bylaws, which we may amend from time to time, establish basic rules about our Credit Union policies and operations, which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws.

To open an account you must execute an Account Signature Form or an Organization Account Ownership Agreement and provide us with any document we may request. If we determine you are eligible to maintain an account with the Credit Union, you authorize us to check your account, credit, and employment history and to obtain a credit report to verify your eligibility for any accounts and services you request now or in the future.

**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 as outlined in Marine Credit Union's Privacy Notice.

**Your Liability** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of an account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request, which are not covered by this agreement.

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

**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: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you and our employees may say or write will be resolved by reference to this Agreement.

**Taxpayer Identification Number and Backup Withholding** – 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 Services (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

**Single/Individual Accounts** – A Single/Individual Account is owned by one party (individual, corporation, partnership, trust or other organization) who is qualified for Credit Union membership. If the account owner dies, the interest in the account 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 the owner's death and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.

**Multiple Party Accounts** - A Multiple Party Account (also known as a Joint Account) is owned by the member of the Credit Union together with one or more other persons. Unless the account signature form clearly indicates that more than one signature is required, any Multiple Party Account owner is authorized to act for the other owner(s) on his/her own, may transact any business on the account including but not limited to withdrawing, transferring, stopping payment on items, closing or pledging as security all or any part of the shares of the account without the consent of the other account owner(s). We reserve the right to require written consent of all owners for any change or termination of an account. The Credit Union has no duty to notify any other Multiple Party Account owner of another owner's actions. If the account signature form clearly indicates that more than one account owner's signature is required, the number of signatures indicated by the account signature form will be required to complete any transaction on the account other than the stopping payment on a draft or the making of deposits to the account. If the Credit Union receives notice of a dispute between Multiple Party Account owners or receives inconsistent instructions from them, the Credit Union reserves the right to place a hold on or terminate the account, require a court order to act or require that all account owners agree in writing to any transaction concerning the account.

Each Multiple Party Account owner is jointly and severally liable to the Credit Union for the amount of any item that is returned or that causes an overdraft on the account regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. Each Multiple Party Account owner is also jointly and severally liable to the Credit Union for any fees assessed to the account regardless of which account owner incurred the fee. The amount of any returned or overdraft item or fee may be deducted from any account that you own, even if the deduction causes an overdraft of the account, the dishonor of items drawn on the account, or the triggering of an advance under an overdraft protection plan. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the joint account regardless of who contributed them.

You agree to notify us in writing of the death of any Multiple Party Account owner, to provide us with any documentation we request to transfer the account, to hold us harmless for any action of a Multiple Party Account owner concerning the account, and to indemnify us for any action you take concerning the account for which we may be held liable. Upon the death of a Joint Account owner, the funds in the Joint Account will pass to the surviving joint owner(s) according to Wisconsin law. 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.

**Payable on Death (P.O.D.) Designations** – A Payable on Death (P.O.D.) designation is an instruction to the Credit Union that a individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last owner dies, payable to all Payable On Death or trust beneficiary (ies). Upon the death of the owner of a Single Account with a P.O.D. or trust account designation, the Credit Union will pay the balance of the account to the surviving designated beneficiary (ies). The beneficiary (ies) have no rights of survivorship. Upon the death of the owner of a Joint Account with a P.O.D. or trust account designation, the ownership of the account passes to the survivors. Only upon the death of all the owners of a Joint Account will the Credit Union pay the balance of the account to the surviving designated beneficiary (ies). Upon the death of any one owner of a Marital Account, 50% of the sums on deposit will be paid to the surviving P.O.D. beneficiary (ies) designated by the decedent. The survivor owns the remaining

50%. All sums paid pursuant to a P.O.D. or trust account designation will be divided equally among the beneficiaries or the surviving beneficiaries, if one or more die before the account owner. Proof of death of the account owner(s) must be provided before the Credit Union will transfer funds in an account to a P.O.D. or trust account beneficiary. Any P.O.D. shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

**Fiduciary Accounts** - A Fiduciary Account is an account that is opened and/or controlled by a person acting on behalf of the owner of the funds in the account. A fiduciary may be a personal representative, trustee, custodian, guardian, conservator, representative payee, or some other fiduciary relationship that we recognize. You may request that we facilitate certain fiduciary 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 fiduciary agreements and duties. We reserve the right to require such documents or authorizations as we may reasonably deem necessary or appropriate to satisfy us that the fiduciary has the authority to open, close, or withdraw funds from an account. The Credit Union is authorized to follow the directions of the fiduciary until it receives actual notice that the fiduciary's authority has been terminated. You agree to hold the Credit Union harmless for refusing to pay or release funds in the account where such refusal is based on the failure of the person requesting or directing the withdrawal to provide documents or authorizations requested by the Credit Union. The Credit Union is not liable for any misapplication of funds by a fiduciary and is not obligated to inquire as to the validity or propriety of any instructions or actions of the fiduciary. The fiduciary is responsible for any misapplication of funds and agrees personally as well as in his or her representative capacity to indemnify the Credit Union for any loss, costs, damages, liability or expenses (including reasonable attorneys' fees) the Credit Union may incur as a result of the misapplication of funds. If the fiduciary asks us to follow any instructions that we believe may expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow the instructions or may require the fiduciary to indemnify us or post a bond or provide us with other protection. If an account is owned by a trust we may require a separate "Credit Union - Trust Agreement" which, in addition to this agreement, will govern the terms of any account opened by the trust at the Credit Union. If the account is a Custodial Account we will require the transferor of funds to the account and the custodian to complete a special signature card. If an account is subject to the terms of a court order, statute or other document under which the account is opened, the terms of that order or document will govern the account. The Credit Union must be provided with any court order or other documents governing an account at the time the account is opened. Such an account will remain subject to the terms of this agreement. If there is an inconsistency between the terms of this agreement and a court order governing the account, the terms of the court order or other applicable document will prevail.

**Custodial Accounts (Uniform Transfers to Minors Act)** - A Custodial Account is a form of Fiduciary Account established by a transferor of funds under the Uniform Transfers to Minors Act as adopted by Wisconsin. Any funds transferred under this Act become an irrevocable gift for the benefit of a minor (under the law applicable to such accounts, a minor is a person under twenty-one (21) years of age). The account is titled in the name of the minor and the minor's social security number is used for tax reporting purposes. The transferor must name a custodian of the account, who holds the account for the exclusive right and benefit of the minor and is the only party entitled to transact any business on the account, barring a court order to the contrary. Only one custodian may be appointed for each Uniform Transfers to Minors Account. The Credit Union may act on the instructions of or otherwise deal with the custodian and has no duty to inquire as to the validity or propriety of any instructions or actions of the custodian. The custodian may designate a successor custodian for the account by completing the appropriate section of the Custodial Account Ownership Agreement. A successor custodian may assume control of the account only upon the resignation, death or legal incapacity of the custodian. When the minor reaches age 21, the custodian must transfer the account to the minor. If the minor dies before turning age 21, ownership of the account balance will pass to the minor's estate. If the custodian dies and no successor custodian has been named, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

**Accounts For Minors** – We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**Business Organization and Association Accounts** - Accounts owned by a business, organization or association have some special limitations. We will require a separate authorization form designating the person(s) authorized to make and conditions required for, withdrawals from any account in the name of a business, organization or association. We will honor such authorization according to its terms until we receive an amendment to or termination of the authorization in writing by the governing body of such organization.

**Deposits** – Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements as set forth in the Truth-in-Savings disclosure.

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us" and Automated Clearing House transfers). If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Actual credit for deposits of, or payable in, foreign currency

will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. Saturday is not a business day in regard to the recordation of transactions conducted via the mail or outside depository. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

A receipt will be provided or made available upon request for all deposits to your account. However, the amounts on your deposit receipts are based solely on your deposit ticket. Credits for all deposits are subject to final verification and, after review, the Credit Union may make adjustments to your account for any errors, including any errors that appear on your deposit ticket or receipt.

The Credit Union acts only as your agent for the collection of items and is not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not responsible for the negligence of any correspondent in the deposit or collection chain or for the loss of a deposit or collection in transit, and each correspondent will be liable only 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 notice of nonpayment, dishonor, or protest regarding items we 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 institution extra time beyond any midnight deadline limits.

The Credit Union may delay your ability to withdraw certain deposits in accordance with its funds availability policy. We may return or refuse to accept all or any part of a deposit or credit to your account at any time and will not be liable to you for doing so even if such action causes outstanding checks to be dishonored and returned. Refused deposits will be returned to you. The Credit Union is not responsible for deposits made by mail, night depository drop boxes, or through any depository not staffed by a Credit Union employee until the Credit Union actually receives the deposit. The Credit Union may rely on the account number for any deposit record received, even if the record identifies a party different from the party identified by name in the record.

**Withdrawals** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to indorse any item payable to you or your order for deposit to an account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Any request for a withdrawal or transfer of funds must be made on a Credit Union-approved form. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. You are responsible for any loss we incur handling such a draft. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. Unless otherwise prohibited by law, we reserve the right to refuse withdrawals or transfers if (a) there are insufficient collected funds in the account; (b) a levy, garnishment or attachment has been served; (c) the account secures an obligation to the Credit Union; (d) any required document has not been received; (e) you are in default on any loan with the Credit Union; or (f) the withdrawal or transfer would exceed the maximum number of withdrawals or transfers permitted by Regulation D for that type of account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

The Credit Union may accept telephone or preauthorized orders from you to transfer or withdraw funds from your account even if the transfer or withdrawal causes an overdraft.

The Credit Union reserves the right to refuse to stop payment on any withdrawal issued in the form of a certified check, cashier's check, teller check, Credit Union check, or money order.

The Credit Union may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

You agree to protect your account number, personal identification numbers or any other access devices, and to keep them secure from unauthorized persons. If you give your account number to another person or business and authorize that person or business to make transactions on your behalf, you authorize the Credit Union to honor any transaction initiated by that person or business even if you have not authorized a particular transaction.

We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders, which are drawn against insufficient funds may be subject to a service charge as set forth in the Truth-in-Savings Disclosure. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

Please see the Truth-in-Savings Disclosure or Electronic Funds Transfer Agreement applicable to your accounts for additional limitations on the number or dollar amount of withdrawals or deposits. We may change the Truth-in-Savings Disclosure or Electronic Funds Transfer Agreement at any time and will notify you as required by law.

**Stop Payments** – You may request a stop payment order on any draft drawn on your account. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be binding and effective, your stop-payment order must precisely identify the account number, draft number, and date and amount of the item, and the payee. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft.

You may give us oral notice to stop payment on a check or share draft, but your oral notice will lapse after fourteen (14) calendar days unless you confirm your notice in writing. A written notice is effective for six (6) months. We do not have to notify you when a stop payment order expires. We may at our option continue stop payment orders beyond these time limits unless you cancel the stop payment order. A written notice may be renewed for additional six (6) month periods, but any renewal of a notice must be in writing, must be given to us before the expiration date of the prior notice, and must include all of the same information provided in the original notice. You may be assessed, and you agree to pay, a service charge for each stop payment request. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure. If we pay over a valid stop payment request, we will be liable for actual damages only in an amount not to exceed the amount of the item. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all your rights against the payee or other holders of the draft, and to assist us in any legal action.

You may stop payment on any item drawn on your account whether you signed the item or not, if you have an equal or greater right to withdraw from an account than the person who signed the item. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Only the person who initiated the stop-payment order may make a release of the stop-payment request.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Our obligation to stop payment may be further limited by operation of law (e.g., we paid the item in cash or we certified the item).

Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**Checks Presented For Payment In Person** – We may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment. If we agree to pay a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the fee schedules.

**Transfer Limitations** – For all share and money management accounts, no more than six (6) preauthorized, automatic, telephone, or Internet transfers and withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

**Amendments and Notices** – Except as prohibited by applicable law, we may change our bylaws and any term of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term of this Agreement. Any such waiver shall not affect our right to future enforcement.

You are responsible for notifying us of any address or name change. We are only required to attempt to communicate with you at the most recent address you have provided. We may require all name and address changes be provided in writing. We may impose a service fee for returned mail. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to your last known address. Notice to any account owner is considered notice to all account owners. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure and Fee Schedule.

Any written notice you give us is effective when we receive it.

**Statements** – You will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. You agree that only one statement is necessary for joint accounts. Unless you have instructed the Credit Union otherwise in writing, statements will be sent to the first named account owner's last known address on file with the Credit Union. You agree that the Credit Union may mail statements for accounts with the same mailing address in the same envelope. For share draft (checking) accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or by payable through financial institutions and made available upon your request.

You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is sent to you, even if the drafts do not accompany the statement. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any irregularities (i.e., forged, altered, unauthorized, or otherwise fraudulent items, transfers or payments) you must promptly notify us of the relevant facts. We will not be responsible for any such items, payment transactions, or other discrepancies reflected on your statement if you fail to notify us within thirty-three (33) days of the mailing date of the statement. The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. 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 a facsimile signature machine.

You further agree that the Credit Union's retention of 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.

**Account Transfer** -An account may not be transferred or assigned without our prior written consent.

**Direct Deposits** - You may authorize preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts to your account by completing a separate authorization form. You must notify us at least thirty - (30) days in advance to cancel or change a direct deposit or transfer option. If, in connection with a direct deposit plan, we deposit any amount in your account, which should have been deposited to another member's account or for any reason returned to the Federal Government, you authorize us to deduct the amount of our liability from any of your future deposits or from any other account you own. You agree we can do this without prior notice to you and at any time, regardless if it causes outstanding checks to be dishonored and returned, unless otherwise prohibited by law. We may also use any other legal remedy to recover the amount of our liability because of an incorrect deposit to your account. If your account(s) is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us.

**Pledge/Statutory Lien** - You hereby grant the Credit Union a consensual security interest and a lien on all your accounts, now and in the future, and agree that we have the right to set-off against all or part of any account balance, any debt or liability you may owe us, now and in the future. However, this consensual security interest does not apply to your account if: (a) it is an IRA or other similar tax deferred account; (b) the obligation is secured by your principal residence; or (c) your right of withdrawal arises only in a representative capacity. Our set-off right may be exercised at any time without prior notice to you, unless such notice is required by law. If your account is a Multiple Party Account, and one or more Multiple Party Account owners are indebted to the Credit Union in any manner, the Credit Union may use the funds in the Multiple Party Account to pay the debt regardless of which owner contributed the funds to the account. We will not be liable for the dishonor of any check when the dishonor occurs because we exercised our right to set-off. You agree to indemnify and hold us harmless from any and all liability that may result from the exercise of our set-off rights. If you are indebted to the Credit Union at the time of your death the Credit Union may exercise its' right of set-off against your account notwithstanding any rights that a surviving Multiple Party Account owner, a P.O.D. beneficiary, heir or beneficiary of a trust account may have to the balance of the account.

If you pledge a specific dollar amount in your account 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. Any pledge of an account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time. If we do not apply 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 the funds to the amount you owe us at a later time.

Unless we agree otherwise in writing, each owner of an account may pledge all or any part of the funds in it for any purpose to which we agree.

**Authorized Agents/Power Of Attorney** - You may give other persons authority to withdraw from or deposit to your account by properly executing a document designating those authorized persons. If there is more than one owner of an account, all owners must act together to designate an agent for the account. The Credit Union may not permit an agent or attorney-in-fact to change the ownership of your account or add or change any beneficiaries of your account. Only you may make these kinds of changes to your account. Once you name an agency or attorney-in-fact, that person's authority will continue until you or a representative acting on your

behalf (such as your guardian or conservator) notifies us to the contrary. Unless the document naming the agent or attorney-in-fact specifically states that it remains effective in the event of your subsequent disability or incapacity, the agent's or attorney-in-fact's authority will automatically end upon our receipt of actual notice of such disability or incapacity. The agent's or attorney-in-fact's authority also ends automatically when we receive actual notice of your death. We are under no obligation at any time to honor any document appointing an agent or attorney-in-fact. We reserve the right to require the appointment of an agent or attorney-in-fact to be executed on a form approved by us. We also reserve the right to deny the person you have designated as your agent or attorney-in-fact access to your account if for any reason the Credit Union suspects the person you have designated may be acting without authority, though we have no obligation to do so. Any designation of an agent or attorney-in-fact is subject to Wis. Stats. Secs. 705.02 and 705.05.

**ACH and Wire Transfers - Special Provisions for Funds Transfers.** For purposes of this section referring to funds transfers, the word "bank" refers to a Bank, Savings & Loan or Credit Union. All terms used in this section referring to funds transfers have the meaning given them by Chapter 410 of the Wisconsin Statutes, Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

Except as amended by the Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the State of Wisconsin.

The Credit Union has no obligation to execute any payment order. If you send or receive a funds transfer, the Credit Union or its correspondent may use any means commercially reasonable to execute the funds transfer including but not limited to the Fedwire. Any transfer made via Fedwire is subject to the rules of Regulation J. The Credit Union may charge your account for the amount of any funds transfer initiated by you, by any person authorized by you, or by any Multiple Party Account owner. Any person designated by a business or organization is authorized to issue payment orders for a business or organization. The Credit Union may charge and you agree to pay a service fee for funds transfers to or from your account. The fees, if any, for funds transfer services are set forth in the fee section of the Truth-in-Savings Disclosures or Fee Schedule provided to you with this agreement. Any service fees not paid in advance may be deducted from your account balance. The Credit Union may not accept a payment order for which there is not a sufficient available collected balance to cover the amount of the payment order and any applicable service fees. The Credit Union is not responsible for any inaccuracy, delay, interruption, or failure in transmission due to actions or inaction of third parties or circumstances beyond the control of the Credit Union including mechanical, electronic or equipment failure.

You agree not to issue a payment order that instructs the Credit Union to execute the payment order on a date other than the date the Credit Union receives the payment order. The Credit Union may execute your payment order on the day the Credit Union receives it notwithstanding your instruction to execute it on a different date, unless the Credit Union agrees in writing to follow such instructions.

Payment orders we accept will be executed within a reasonable time of receipt. A payment order may not necessarily be executed on the date it is received. The Credit Union may establish or change cut-off times for the receipt, execution, and processing of funds transfers, payment orders, cancellations or amendments. If the Credit Union has established cut-off times, a notice of such cut-off times will be available from the Credit Union upon request. Funds transfers, payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next business day following the funds transfer business day and processed accordingly.

You, any person you have authorized to have access to your account, or any Multiple Party Account owner may amend or cancel any payment order, even if that person did not initiate 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 amendment to or cancellation of a payment order must be received at a time and in a manner sufficiently describing the original payment order as to afford the Credit Union a reasonable opportunity to act on the amendment or cancellation. Payment order amendments or cancellations received within one (1) hour of the time the Credit Union has been directed to execute the payment order are not timely and may be rejected by the Credit Union. If the Credit Union accepts an amendment or cancellation of a payment order, you agree to hold the Credit Union harmless from, and indemnify the Credit Union for any and all losses and expenses, including reasonable attorney's fees incurred as a result of any actual or attempted amendment or cancellation of a payment order.

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you, or for which your account will be liable. If a security procedure has been established, you agree that the authenticity of payment orders, amendments or cancellations may be verified using that security procedure, that such security procedure is a commercially reasonable method of preventing unauthorized payment orders and that the Credit Union has no obligation to accept a payment order, amendment or cancellation which is not issued in accordance with the security procedure. If you notify the Credit Union in writing that you do not agree to the security procedure originally agreed upon, the Credit Union will not accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure. You agree that any alternate security procedure agreed to by you and the Credit Union is a commercially reasonable method of preventing unauthorized payment orders. The Credit Union may utilize audio recording devices for any payment order, amendment or cancellation received by telephone.

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying number or account number, payment may be made by the beneficiary's bank on the basis of the identifying number or account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification or account number you provide the Credit Union.

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, the Credit Union and any receiving bank may rely on the number as the proper identification even if it identifies a person or bank other than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

The Credit Union may give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree that if the Credit Union does not receive final settlement it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may debit any account that you own.

ACH transactions are governed by operating rules of the National Automated Clearing House Association. If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by noting such items in your periodic statements. You may inquire between receipt of periodic statements whether or not such a specific funds transfer has been achieved by calling the Credit Union during regular business hours.

You must exercise reasonable promptness in examining your statement and reporting to the Credit Union any erroneous or unauthorized funds transfer. You agree that you will examine your statement and report any erroneous or unauthorized funds transfer to the Credit Union within thirty-three (33) days of the date your statement was mailed to you. The Credit Union will not be liable for any error or unauthorized withdrawal unless you notify the Credit Union of the error or unauthorized withdrawal within thirty-three (33) days of the date the statement was mailed to you. If the Credit Union becomes obligated under Article 4A of the Uniform Commercial Code or Chapter 410 of the Wisconsin Statutes to pay interest, you agree that the rate of interest to be paid will be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made. Except as permitted by law, you also agree that the Credit Union will not be liable for indirect, incidental, exemplary or consequential damages (including lost profits or earnings) of any kind or attorney's fees as a result of any funds transfer.

**Facsimile Signatures/Authorized Signature** – Your signature on the account opening documents 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.

You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means a facsimile signature(s) may have been affixed. You agree that you will have the sole responsibility for maintaining security of any such facsimile signature or device by which it is affixed and that you will bear the entire risk of unauthorized use thereof whether or not you are negligent. You also agree that no facsimile of your signature may be considered a forgery or an unauthorized signature but that such facsimile signature will be effective as your signature or endorsement. You further agree to indemnify and hold the Credit Union harmless from and against any and all loss, cost, damage, liability, or expense (including reasonable attorneys' fees) the Credit Union or you may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of any such facsimile signature.

**Endorsements** - Any item deposited to your account that lacks an endorsement may be or may be deemed to be endorsed by the Credit Union on your behalf. With respect to any such item the Credit Union's rights and your liabilities will be determined as though you actually endorsed and deposited the item. If an item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the item as though it is payable to either person. The Credit Union may require that certain government checks, insurance company items or other special types of check be personally endorsed by each of the payees. Any endorsement you place on a check must appear in the area within 1½ inches from the trailing edge of the check. The trailing edge begins with the left side of the check looking at it from the front. No other marks may appear in any other section of the back of the check, although we may accept endorsements outside this space. You agree to assume responsibility for and to indemnify the Credit Union for any delay or loss it may incur as a result of your or any prior endorser's failure to comply with these endorsement standards.

**Dividends and Fees** - The dividends we pay on your account change from time to time and are tied to the earnings of the Credit Union. For our current dividend rates, please see the dividend rates section of our Truth-in-Savings Disclosures. 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 into involuntary dissolution procedure, or if the Director 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. From time to time your account may be subject to fees. The amount and conditions under which fees may be charged to your account are set forth in the Credit Union's Truth-in-Savings Disclosures or Fee Schedule. You may also request other Credit Union services that are subject to a fee. Information about fees for services will be provided upon request. You agree that any fee incurred may be deducted from any account you own, even if the

deduction causes an overdraft of the account, the dishonor of items drawn on your account or triggers an advance under an overdraft protection plan. We reserve the right to change our fees at any time. If we change our dividend rates or fees you will be given notice according to the terms of this Agreement and as required by federal or state law.

**Dormant Accounts/Account Closings** - The Credit Union reserves the right to close your account at any time for any reason. Upon closing the account we will give you notice and a check for the balance or notify you that the funds have been transferred to another account you own. If your account becomes dormant we reserve the right to charge your account with a dormant account service fee. If the Credit Union charges dormant account service fees, more specifics about this fee are contained in the Truth-in-Savings Disclosures or Fee Schedule given to you. You will be provided with a statement of account listing any dormant account service fees charged to your account at least annually. If your account balance falls to zero (\$0) the Credit Union may close your account. If you have no account at the Credit Union with more than a zero (\$0) balance, the Credit Union may consider you to have voluntarily terminated your membership and may remove your name from the Credit Union membership list. You may at any time thereafter reapply for membership and may be readmitted in accordance with the bylaws of the Credit Union.

To the extent allowed by law, we reserve the right to transfer dormant account funds to an account payable 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 be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been remitted to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**Garnishment/Legal Process** - If we are served with any legal process (i.e., garnishment, tax levy) that seeks to attach or in some manner prevent you from freely using your account, we reserve the right to hold and refuse to pay out any portion of your account during any period of time necessary to finally determine who has the legal right to the funds and pay any balance in the account to the proper authorities. The Credit Union may reveal information relating to your account(s) necessary to comply with subpoenas, summonses, search warrants, requests from governmental agencies or whenever required 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.

**Special Provisions for Share Draft/Checking Accounts** - As used in this section the term "share draft" also means, "check." We will not be liable for accepting or paying any share draft drawn on your account that contains special instructions unless we have expressly agreed to the special instructions. We may pay any share draft drawn on your account which you have authorized or which contains your signature, whether or not the form of the signature is the same as that shown on the signature card given to us.

Only share draft blanks approved by the Credit Union and other methods approved by the Credit Union may be used to withdraw funds from your share draft or checking account. If you fail to abide by these requirements you may be charged the reasonable costs and expenses incurred by the Credit Union in processing any withdrawal transacted with a non-approved share draft blank or other such non-approved method. To the full extent permitted by law, you agree to be liable for any loss incurred resulting from the loss or theft of share draft blanks.

Cancelled share drafts, receipts, deposit tickets, or other such documents may not be returned to you. We will however, provide you with a statement of account showing payment of items and describing each item by item number, if applicable, amount and date of payment. If items are not returned to you we will either retain the items, or if the items are destroyed, maintain the capacity to furnish legible copies of the items for seven (7) years after the receipt of the item. A request for copies of an item may be subject to a fee as disclosed in the Truth-in-Savings Disclosures or Fee Schedule.

The Credit Union may adopt the practice of using another Credit Union, bank or some other clearing agent to pay share drafts drawn on your account. This method of clearing share drafts may involve the truncation of your share drafts. When share drafts are truncated, the bank or clearing agent retains your original share draft and the Credit Union may not be able to verify your signature before your share draft is paid. The Credit Union or its clearing agent may also use automated share draft sorting equipment and automatic payment of share draft without manual verification of signature, or other sight examination. You recognize that the Credit Union has adopted automated collection and payment procedures so that it can process the greatest number of items at the lowest possible cost to its members. These automated procedures rely primarily on information encoded in magnetic ink onto each item. In recognition of this fact, you agree that in paying an item, the Credit Union may disregard all information on the item other than the identity of the drawee financial institution, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You agree that check truncation and the use of automated check sorting equipment are customary and generally accepted practices among Credit Unions, are commercially reasonable methods of paying share drafts drawn on your account and that the Credit Union has exercised ordinary care in so paying any share draft using either or both of these methods of clearing share drafts. You further agree that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures don't provide for sight-review, or provide for sight-review only for items above a threshold amount, or on a sample basis, at the discretion of the Credit Union. The Credit Union reserves the right not to sight-review drawer signatures because it pays items on an automated basis to reduce costs for all of its members.

The Credit Union may assess a service charge, as disclosed in the Truth-in-Savings Disclosures or Fee Schedule provided to you, for any overdraft of your account or for any item or withdrawal request drawn against your account that it returns non-sufficient funds (NSF). The Credit Union's determination of an insufficient 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 funds to cover drafts, fees, or other posted items. The Credit Union may, but is not obligated to, pay an item that overdraws your account. By paying one or more overdrafts the Credit Union does not agree to pay future overdrafts. You agree to pay the amount of any overdraft together with any overdraft charge immediately upon demand at the Credit Union's offices, whether the overdraft was caused by you or an authorized party and regardless of whether you signed or requested the withdrawal or participated in the transaction creating the overdraft or received any benefit from the withdrawal creating the overdraft. Unless law prohibits the collection of such cost, you agree to pay all costs and expenses, including attorneys' fees incurred by the Credit Union in the collection of any overdraft.

The Credit Union will not be liable for nonpayment of share drafts because of insufficient funds in your account resulting from the deduction of special charges or service fees. You agree to hold the Credit Union harmless for its failure or refusal to honor any item drawn on your account where such failure or refusal is due to conflicting demands or notices made upon the Credit Union. The Credit Union may pay share drafts in any order it chooses.

**Charge-back** – If any check or other item deposited in your account is returned to us by the financial institution on which it was drawn, we may accept the return and charge the item back against your account without regard to whether the drawee financial institution returned the item before its midnight deadline. If a late return is based on a forged endorsement or alternation, we may place a hold on your account until we make a final determination as to the validity of that claim.

**Restrictive Legends** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00." We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**Postdated/Stale-Dated Checks** – You agree not to draw or issue any draft that is postdated. If you do draw or issue a postdated draft, we shall have no liability if we pay it before its' payment date. You agree not to deposit drafts, checks, or other items before they are properly payable. We are not obligated to, but may at our option, pay a check, presented for payment more than six (6) months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere. If we pay an item that is stale dated you agree to hold us harmless for taking such action.

**Overdraft Protection Plan** – If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds (in multiples of \$100.00) from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth in the Truth-in-Savings Disclosure. This Agreement governs all transfers, except those governed by agreements for loan accounts.

**Termination of Membership** – You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

You may be denied services for causing a loss to the Credit Union or you may be expelled for any reason as allowed by applicable law.

**Death of Account Owner** – We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we are notified of a member's death. Once notified, we may pay drafts and honor other payments or transfer orders authorized by the decedent for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the 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.

**Arbitration and Waiver of Class Action** - You and the credit union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the credit union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the credit union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any credit union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

- 1. Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
- 2. Effective Date.** This Arbitration Agreement is effective upon the 31st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically.
- 3. Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The credit union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if the credit union prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or the credit union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**4. Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**5. Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

**6. Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with the Credit Union. To opt out, you must notify the credit union in writing of your intent to do so within 300 days after the Arbitration Agreement was provided to you. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by the credit union in writing at PO Box 309, Fond du Lac, WI 54936, within such 30 day time period. Your notice of intent to opt out can be a letter that is signed by you or an email sent by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

**Please note that this disclosure relates to consumer (non-commercial/business) checking only.**

**IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT  
SUBSTITUTE CHECKS AND YOUR RIGHTS**

**What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (*plus interest if your account earns interest*) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Marine Credit Union  
PO Box 309  
201 Wisconsin American Dr  
Fond du lac WI 54936-0309  
1.800.923.7280  
[info@marinecu.com](mailto:info@marinecu.com)

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).



## Funds and Availability

This policy disclosure describes your ability to withdraw funds at Marine Credit Union (MCU). It only applies to the availability of funds in transaction accounts. Transaction accounts are accounts that do not limit the number or types of withdrawals or transfers you may make. The credit union reserves the right to delay the availability of funds deposited to non-transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have questions about which of your accounts are affected by this policy disclosure.

**General Policy** – Our policy is to make funds from cash, checks drawn on MCU, wire transfers, and electronic direct deposits to your account available on the same business day we receive the deposit.

**Reservation of Right to Hold** – MCU reserves the right to delay the availability of funds deposited by check. Funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day after your deposit. You will be notified of any delays in availability, and told when the funds will be available, at the time you make your deposit.

**Determining the Availability of a Deposit** – When we delay the availability of a deposit, the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit with a credit union employee before the close of business on a business day we are open, we will consider that day to be the day of your deposit. Deposits, whether cash or checks, made without the assistance of a credit union employee, such as through the night drop, automated teller machine (ATM) or by mail, will not be considered to be deposited until the first business day after you delivered the cash or checks into the receptacle or said items are delivered by the postal service. The length of the delay varies depending on the type of deposit which is explained below.

**Availability of Check Deposits** – MCU considers all checks drawn on United States financial institutions to be local checks. The funds from the deposit of local checks will typically be immediately available. In those infrequent cases where funds are not immediately available, the first \$200 from a deposit of local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a local check of \$700 on a Monday, \$200 of the deposit will be available by Tuesday. The remaining \$500 will be available on Wednesday.

**Holds On Other Funds** – If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in this or any of your account(s). Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**Longer Delays May Apply** - Funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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 eleventh business day after the day of your deposit.

If your deposit is not made directly to one of our employees, or if we decide that a longer hold may apply after you have left the credit union, we will mail you the notice by the day after we receive your deposit.

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

**Special Rules For New Accounts** – If you are a new member, the following special rules will apply during the first thirty - (30) days your account is open.

Funds received in cash or from electronic direct deposits to your account will be available on the day we receive the deposit.

The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and local government checks will be available by the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than US Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

**Deposits At ATMS** – Funds from any deposit (cash or checks) made at an automated teller machine (ATM), will not be available until the first business day after the date of your deposit.

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

**Liability** – Please be aware that even though a deposit has been accepted, funds have been made available to you, and you have withdrawn the funds, you are still responsible for the items deposited that are returned to MCU unpaid.



## Electronic Fund Transfer Agreement and Disclosure

The Electronic Funds Transfer Agreement and Disclosure (Agreement) is the contract, which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Marine Credit Union (Credit Union). Electronic fund transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions of this Agreement and any amendments for the EFT services offered.

In this Agreement, the words "you and your" mean those who sign the application or account card as applicants, joint owners or any authorized users. The words "we, us, and our" mean the Credit Union. The word "account" means any one or more share or share draft accounts you have with the Credit Union.

- 1) **EFT Services** - If approved, you may conduct any one or more of the EFT services offered by the Credit union.
    - a) **Debit Card.** If approved, you may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union and such other machines as the Credit Union may designate. At the present time, you may use your Card to:
      - (1) Make deposits to your share and share draft accounts.
      - (2) Withdraw funds from your share and share draft accounts.
      - (3) Transfer funds from your share and share draft accounts.
      - (4) Obtain balance information for your share and share draft accounts.
      - (5) Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods and services at merchants using POS terminals affiliated with Credit Union related service providers.
    - ii) The following limitations on the frequency and amount of ATM transactions may apply:
      - (1) You may not withdraw more than \$500.00 in any one day.
      - (2) You may not exceed \$2,500.00 in purchases from POS terminals in any one day.
      - (3) For security purposes, there are other limitations to the frequency and amount of transfers available at ATMs.
      - (4) You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, and local laws.
      - (5) You may transfer up to the available balance between your accounts. (See Section 2 for transfer limitations.)
      - (6) Because of servicing schedules and the processing time required in ATM operations, there may be a delay between the time a deposit, either cash or check, is made and the when it is available for withdrawal.
    - iii) You may also use your card to purchase goods and services from participating merchants. The purchase may be conducted in person, by mail, by telephone or over the Intranet. If you transact over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction.
  - b) **24-Hour Telephone Access.** If the Credit Union approves telephone access for your accounts, a personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN), account number, and touch tone telephone to access your accounts. Presently you may use telephone access to:
    - (1) Withdraw funds from deposit accounts, excluding certificates.
    - (2) Transfer funds between deposit accounts, excluding certificates.
    - (3) Obtain balance information on deposit and loan accounts.
    - (4) Make loan payments from deposit accounts, excluding certificates.
    - (5) Access Kwik Cash and HELOC/REAP lines of credit.
    - (6) Review account transaction histories (computer storage may limit the time period available).
  - ii) Though the Credit Union desires to provide 24-Hour Telephone Access, the service is subject to the following limitations:
    - (1) This service may be interrupted for a short time each day for data processing.
    - (2) There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
    - (3) See Section 2 for transfer limitations that may apply to these transactions.
  - iii) The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as the primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.
- c) **Preauthorized EFTs.**
  - i) **Direct Deposit.** Upon instructions of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share and/or share draft account.
  - ii) **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and share draft account.
    - (1) See Section 2 for transfer limitations that may apply to these transactions.

- iii) **Stop Payment Rights.** If you arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
  - iv) **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
  - v) **Liability for failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
  - d) **Electronic Check Conversion/Electronic Returned Check Fee.** If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
  - e) **Online Banking.** If we approve Online Banking for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your login id along with your PIN/security code to access your accounts. At the present time, you may use Online Banking to:
    - (1) Withdraw funds from your share, share draft, and Money Management accounts.
    - (2) Transfer funds from your share, share draft, and Money Management accounts.
    - (3) Obtain balance information for your share, share draft, Money Management, certificate, and loan accounts.
    - (4) Make loan payments from your share, share draft, and Money Management accounts.
    - (5) Access your Kwik Cash and REAP/HELOC account.
    - (6) Make bill payments to preauthorized creditors.
    - (7) Obtain account history.
  - ii) Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted or limited for reasons similar to those detailed in Section 1(B) of this Agreement.
  - iii) There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
    - (1) See Section 2 for transfer limitations that may apply to these transactions.
  - f) **Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.
    - i) We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.
    - ii) There is no limit on the number of bill payments per day.
    - iii) The maximum amount of bill payments each day is \$40,000.00, if there are sufficient funds in your account.
- 2) **Transfer Limitations** – For all share and Money management accounts, no more than six (6) preauthorized, automatic, telephone, or Internet transfers and withdrawals may be made from each account to another account of yours or a third party in any month. If you exceed these limitations, your account may be subject to a fee or be closed.
- 3) **Conditions of EFT Services** -
- a) **Ownership of Cards.** Any Card or other device, which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
  - b) **Honoring the Card.** Neither we, nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
  - c) **Foreign Transactions.**
    - i) **MasterCard** – If you effect a transaction with your MasterCard card in a currency other than US dollars, MasterCard International Incorporated will convert the charge into a US dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by one (1) percentage point. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
    - ii) **Visa** - If you effect a transaction with your Visa card in a currency other than US dollars, Visa will convert the charge into a US dollar amount. Visa will use its currency conversion procedure, which is disclosed to institutions that issue Visa cards. The exchange rate between the transaction currency and the billing currency used for processing international

transactions is 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, plus one (1) percent.

- iii) **Security of Access Code.** You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with your Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
  - iv) **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone or together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
- 4) **Fees and Charges** – There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with a balance inquiry.
- 5) **Member Liability** – You are responsible for all transactions you authorize using your EFT Services under this Agreement. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your Card or access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down.
- i) You are not liable for an unauthorized MasterCard or Visa Debit Card transaction that was conducted at an ATM if you can demonstrate that you exercised reasonable care in protecting your Card from loss or theft, you have not reported two (2) or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. For all other unauthorized use of a Card or an access device, including ATM transactions, you may be liable up to \$50.00.
  - ii) Also, if your statement shows transfers that you did not make including those made by Card, code, or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time period. This paragraph does not apply to unauthorized use of a VISA or MasterCard debit card, or other access device. If you believe your Card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call:
    - Toll Free 1.800.923.7280
    - Phone 1.920.923.7280
    - Fax 920.923.0869
- Or write to
- Marine Credit Union  
PO Box 309  
Fond du Lac WI 54936-0309
- iii) You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
- 6) **Right to Receive Documentation**
- a) **Periodic Statements.** Transfers and withdrawals made through an ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, electronic/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
  - b) **Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or debit card transaction with a participating merchant.
  - c) **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling Toll Free 1.800.923.7280 or Phone 1.920.923.7280. This does not apply to transactions occurring outside the United States.

- 7) **Account Information Disclosure** – We will disclose information to third parties about your account or the transfers you make:
- i) As necessary to complete transfers.
  - ii) To verify the existence of sufficient funds to cover specific transactions upon the request of the third party, such as a credit bureau or merchant.
  - iii) If your account is eligible for emergency cash and/or emergency card replacement services, and you request such service, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).
  - iv) To comply with government agency or court orders.
  - v) If you give us your written permission.
- 8) **Business Days** – Our business days regarding EFTs are Monday through Friday, excluding holidays.
- 9) **Credit Union Liability for Failure to Make Transfers** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:
- i) If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
  - ii) If you used your Card or access code in an incorrect manner.
  - iii) If the ATM where you are making this transfer does not have enough cash.
  - iv) If the ATM was not working properly and you knew about the problem when you started the transaction.
  - v) If circumstances beyond our control (such as fire, flood or power failure) prevented the transaction.
  - vi) If the money in your account is subject to legal process or other claim.
  - vii) If funds in your account are pledged as collateral or frozen because of a delinquent loan.
  - viii) If the error was caused by a system of any participating ATM network.
  - ix) If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
  - x) If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
  - xi) If you have bill payment services, we can only confirm the amount, the participating merchant, and the date of the bill payment transfer made by the Credit Union. For any other error or question you may have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
  - xii) Any other exceptions as established by the Credit Union.
- 10) **Notices** – All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
- a) The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and night deposit facilities.
- i) Be aware of your surroundings, particularly at night.
  - ii) Consider having someone accompany you when the ATM or night deposit facility is used after dark.
  - iii) Close the entry door of any ATM facility equipped with a door.
  - iv) If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
  - v) Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
  - vi) If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
  - vii) If you are followed after making a transaction, go to the nearest public area where people are located.
  - viii) Do not write your personal identification number or code on your Debit card.
  - ix) Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.
- 11) **Billing Errors** – In case of errors or questions about electronic funds transfers from your accounts or if you need more information about a transaction on the statement or receipt, telephone us at the number or write us at the number and address detailed in Section 5 of this Agreement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.
- i) Tell us your name and account number.
  - ii) Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error and why you need more information.
  - iii) Tell us the dollar amount of the suspected error.
- b) If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

- c) We will tell you the results of our investigation within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete your investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.
- d) We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\*If you give notice of an error within thirty (30) days after you make the first deposit in your account, we will have twenty (20) business days instead of ten (10) business days.

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the US, its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

- 12) **Termination of EFT Services** – You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.
- 13) **Governing Law** – This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Wisconsin and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
- 14) **Enforcement** – You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, 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.



<b>FACTS</b>	<b>WHAT DOES MARINE CREDIT UNION DO WITH YOUR PERSONAL INFORMATION</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ Account balances and payment history</li> <li>▪ Credit history and credit score</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MCU chooses to share; and whether you can limit this sharing.

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

<b>Questions?</b>	Call toll free 1-800-923-7280
-------------------	-------------------------------

Who we are	
Who is providing this notice?	MCU means Marine Credit Union.
What we do	
How does MCU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does MCU collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ Open an account or deposit money</li> <li>▪ Pay your bills or apply for a loan</li> <li>▪ Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ Sharing your affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ Affiliates from using your information to market to you</li> <li>▪ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional right to limit sharing.</p>

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



## Fee Schedule

Effective November 1, 2017

### Safe Deposit Boxes - Available at limited locations

#### Checking Services

Overdraft Privilege*	\$35.00	3 x 5 inch box	\$15.00
Non-Sufficient Funds*	\$35.00	5 x 5 inch box	\$15.00
Overdraft Protection	\$10.00	3 x 10 inch box	\$25.00
Printed Checks	Varies	5 x 10 inch box	\$40.00
Interest Bearing Checking (below \$1000 minimum)	\$5.00	10 x 10 inch box	\$55.00
Credit Builder Checking	\$5.00	Drilling Safe Deposit Box	At cost
*Overdraft Privilege & Non-Sufficient Funds fees will be assessed to a maximum of six times per day.		Key Replacement	At cost

#### Debit Card Services

Non-MCU ATM Transactions (first 5 are free)	\$1.00
Debit Card Replacement	\$5.00
Debit Card Rush Order	\$65.00

#### Miscellaneous

Account Closing Fee (within first 90 days)	\$10.00
Account Reconciliation / Research (per hour)	\$20.00
Corporate Check	\$3.00
Copy of Check	\$1.00
Copy of Corporate Check	\$5.00
Depositing Foreign Check	\$10.00
Duplicate Statement	\$2.00
Excess Transaction Fee* (per transaction)	\$30.00
*Federal Regulation D limits automated withdrawal and transfer transactions from your savings and money market accounts to a total of six (6) per month. The fee will be assessed for each transaction over the the allowed limit set by Regulation D.	
Garnishment / Levy	\$50.00
Marine Credit Union Foundation Contribution*	\$5.00
*One time at membership opening	
One-time Payment	\$9.95
Paper Statement (per statement cycle)	\$2.00
Return Deposit Item	\$10.00
Return Statement Fee (per month)	\$5.00
Stop Payment (per item or consecutive check #'s)	\$25.00

#### Online Services

Online Banking	FREE
Bill Pay	FREE
E-statements	FREE
Check Copies	FREE
Account Alerts	FREE
Mobile Deposit* (per item)	\$1.00
*Per item fee. Waived on accounts with a personal checking account. Applies to accounts with business products or no checking products. This fee is applied at close of business to account that received the mobile deposit.	

#### Inactive / Dormant Fees

Dormant Accounts* (per month)	\$2.50
*Applies to accounts with no activity for greater than 12 months on any member number without a loan, certificate, or active checking. Waived on members <18 years of age.	

#### Wire Transfer Services

Incoming	\$10.00
Outgoing - In USA	\$20.00