

# MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Alltru Federal Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

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

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

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

- 1. MEMBERSHIP ELIGIBILITY To join the Credit Union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify. We may terminate your membership and close and terminate your accounts, products, and services with us if you attempt to repudiate any obligations that you owe to the Credit Union or if you take the position that you, for whatever reason, are not subject to State or Federal laws or State or Federal jurisdiction, or if you attempt any assignment of any of your accounts, products, and services that we do not authorize. The termination of your membership and the closure of your accounts, products, or services, does not relieve you of your obligations under any such agreements or loan documents that you have previously executed.
- 2. INDIVIDUAL ACCOUNTS An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.
- 3. JOINT ACCOUNTS A joint account is an account owned by two or more persons.
  - a. Rights of Survivorship. A joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). 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, unless otherwise designated by law.
  - b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.
  - c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.
- 4. POD/TRUST ACCOUNT DESIGNATIONS A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.
- 5. ACCOUNTS FOR MINORS We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

- 6. TRANSFERS TO MINORS LAW A Missouri Transfers to Minors Law (MTML) Account is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals. The account will terminate and be distributed in accordance with applicable law.
- 7. **DEPOSIT OF FUNDS REQUIREMENTS** Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.
  - a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.
  - b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.
  - c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.
  - d. Final Payment. All checks, drafts, automated clearinghouse (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.
  - e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document or process. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
  - f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

#### 8. ACCOUNT ACCESS

- **a.** Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.
- b. Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.
- c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
- 9. FUNDS TRANSFERS Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha rules. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.
  - a. Authorization for Transfers/Debiting of Accounts. You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the transfer.
  - b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.
  - c. No Notice Required. We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

- d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.
- e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.
- f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.
- **g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.
- h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.
- i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.
- j. Duty to Report Unauthorized or Erroneous Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.
- **k.** Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.
- I. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.
- 10. ACCOUNT RATES AND FEES We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

#### 11. TRANSACTION LIMITATIONS

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

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

- b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.
- 12. CERTIFICATE ACCOUNTS Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.
- 13. OVERDRAFT POLICY We understand that unexpected overdrafts occur from time to time. We offer a variety of Overdraft Protection Plans that can help. The choice is yours. Consider these ways to cover overdrafts.

OVERDRAFT PROTECTION	AVAILABLE FOR	NOT AVAILABLE	TRANSACTION	COST*
PLAN OPTION		FOR	COVERED	
Courtesy Pay <sup>1</sup>	Tailormade Checking, Value Checking, Premium Checking, Basic Checking	StepOne Checking, Opportunity Checking, Opportunity Checking II, STL Youth Jobs Checking, Work 1st Checking	Checks, ACH Automated Debit, Bill Pay	\$29.50 per overdraft
Debit Card Courtesy Pay 1,2	Tailormade Checking,	StepOne Checking,	One-Time Debit Card	\$29.50 per overdraft
	Value Checking, Premium Checking,	Opportunity Checking II, STL Youth Jobs	Transactions; ATM Transactions <sup>5</sup>	

	Basic Checking,	Checking, Work 1st		
	Opportunity Checking <sup>6</sup>	Checking		
Overdraft Transfer Plan <sup>1,</sup>	Tailormade Checking, Value Checking, Premium Checking, Basic Checking, StepOne Checking, Opportunity Checking, Opportunity Checking II, STL Youth Jobs Checking, Work 1st Checking 4	N/A	Checks, ACH Automated Debit, Bill Pay, ATM Transactions, Debit Card Transactions of Any Type	\$0 per transfer.
Overdraft Transfers from Line of Credit <sup>1, 3</sup>	Tailormade Checking, Value Checking, Premium Checking, Basic Checking, Opportunity Checking, Opportunity Checking II, Work 1st Checking <sup>4</sup>		Checks, ACH Automated Debit, Bill Pay, ATM Transactions, Debit Card Transactions of Any Type	\$0 Per transfer, plus interest accrued on any associated Line of Credit. Transfers are subject to remaining available Line of Credit and/or funds available in transferring account.

- 1. You must meet the eligibility requirements. (See below)
- 2. As detailed in this Agreement, these services are only available to members who have opted in. Call us at 636-916-8300 or stop by a branch to sign up or apply for these services or mail in the consent form entitled "What You Need to Know about Overdrafts and Overdraft Fees" to 1232 Wentzville Parkway, Wentzville, Missouri 63385.
- Subject to credit approval.
- 4. You are automatically eligible to have this service on your account when you open any of these accounts.
- 5. As detailed in this Agreement, we will not pay one-time (non-recurring) debit card transactions or ATM transactions resulting in an overdraft on your consumer checking account unless you have opted into Debit Card Courtesy Pay. If you do so, you will be charged a fee for each overdraft we pay resulting from a one-time debit card transaction.
- 6. While the Courtesy Pay program is not available for Opportunity Checking accounts, members with Opportunity Checking accounts may opt in to have certain overdrafts resulting from one-time debit card transactions paid. The only overdrafts we will pay with regard to Opportunity Checking accounts are those that occur when the overdraft has resulted from a one-time debit card transaction that, when posted for payment, exceeds the amount of the hold a merchant has placed on your account for the transaction. If you have opted in to have these overdrafts paid, you will be charged a fee of \$29.50 per overdraft that we pay.

The Courtesy Pay and Debit Card Courtesy Pay programs allow you to overdraw your consumer checking account up to a disclosed limit for a fee in order for us to pay a transaction. Even if you have the Overdraft Transfer Plan, the Courtesy Pay or Debit Card Courtesy Pay programs are still available as secondary coverage if the other protection is exhausted. If you meet the eligibility requirements, Courtesy Pay protection will automatically be added to your account as follows:

- If your account has been open for at least 90 days and you meet the eligibility requirements, you will receive Courtesy Pay coverage for items that result in overdrafts of up to \$700.00;
- If your account has been open for at least 30 days, you meet the eligibility requirements, and a minimum of \$1,000.00 in ACH deposits have posted to your account within any 35-day period, you will receive Courtesy Pay coverage for items that result in overdrafts of up to \$1,200.00.

The maximum coverage amounts described above apply cumulatively to Courtesy Pay and Debit Card Courtesy Pay plans. There is not a separate maximum coverage amount for each plan. When you are charged a fee for the payment of an overdraft, as described below, that fee is subtracted from your coverage limit in addition to the amount of the transaction resulting in the overdraft. The maximum coverage amounts are the only limitation on your ability to overdraw your account with the Courtesy Pay and Debit Card Courtesy Pay plans. There is no separate limitation on the number of overdraft transactions we will pay in any one day under these plans.

The Overdraft Transfer Plan described above may help prevent overdrafts by automatically transferring funds to your consumer checking account from another checking, savings, or money market account or a Line of Credit you have at the Credit Union. Please note that any Lines of Credit are subject to credit approval. These services may cost less than Courtesy Pay or Debit Card Courtesy Pay.

Additional information about overdraft protection follows:

- a. Overdraft Eligibility Requirements. Courtesy Pay, Debit Card Courtesy Pay, and Overdraft Transfer Plan programs are available on consumer checking accounts that are in good standing. The Overdraft Policy set forth herein does not apply to business checking accounts, which are subject to their own separate account terms. To be in good standing requires at a minimum:
  - You do not have any other loan or other obligation to the Credit Union that is delinquent by more than 30 days;
  - Your consumer checking account has not had a negative balance for more than 30 consecutive days;
  - You are not the subject of any active fraud investigation by the Credit Union;
  - The Credit Union has not determined, in our sole discretion, that you have engaged in account abuse with regard to your consumer checking account.

### b. Payment of Overdrafts.

- (1) An "overdraft" occurs if, on any day, the available balance in your consumer checking account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee that is posted to your account. If a check, draft, transaction, ACH, or other item results in an overdraft of your available account balance, we may return the item or pay it, in accordance with our overdraft policy. We do not have to notify you if your account does not have sufficient available funds in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item. You may also incur multiple returned item fees for the same presented check, draft, ACH or item. For additional information see paragraph (h) concerning Dishonoring and Returning Checks, Drafts or Items.
- (2) Our Courtesy Pay program and Overdraft Transfer Plan allows us to authorize payment for the following types of transactions regardless of whether your consumer checking account has sufficient funds:

- (a) checks and other transactions made using your consumer checking account, except as otherwise described below;
- (b) automatic bill payments;
- (c) ACH automated debit transactions:
- (d) ATM transactions (Overdraft Transfer Plan only); and
- (e) debit card transactions of any type (Overdraft Transfer Plan only)

If you have established an Overdraft Transfer Plan service linking your consumer checking account with other individual or joint accounts, you authorize us to transfer funds from other accounts of yours to cover an insufficient item, including transfers from a share or deposit account, a Line of Credit, or other accounts you so designate. If you have a primary share savings account with us, we will automatically transfer funds from that account first to cover overdrafts unless you instruct us to transfer funds from a different account. If the transfer of funds from a linked account would result in a zero or negative balance in such linked account or would result in an overdraft in such linked account, we may not transfer funds to your consumer checking account. If your Line of Credit has reached its maximum limit, we will not exceed the limit on the line. We reserve the right to terminate this Overdraft Transfer Plan at our discretion.

- (3) You agree that we may apply funds deposited to your account(s) to your outstanding overdrafts and fees, regardless of the source, which specifically includes directly deposited government entitlements or benefits such as social security deposits.
- (4) Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice to you. You should note the Courtesy Pay privilege is not a Line of Credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice. With Courtesy Pay, we pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protection with us, in accordance with any overdraft payment policy we have. Courtesy Pay, Debit Card Courtesy Pay and Overdraft Transfer Plans may be suspended until your account is brought back in good standing.
- c. Special Consent Required for One-Time Debit Card Transactions. For Courtesy Pay coverage for one-time (non-recurring) debit card transactions (referred to in this Agreement as "Debit Card Courtesy Pay"), you must affirmatively consent to such coverage. Your consent is also required for Courtesy Pay coverage for overdrafts occurring at ATMs when such overdrafts are caused by use of your debit card. To consent to such coverage, you can complete the consent document entitled "What You Need to Know about Overdrafts and Overdraft Fees." Without your express consent we may not authorize and pay any one-time Debit Card transactions or ATM transactions that result in insufficient funds in your consumer checking account pursuant to the Courtesy Pay Program. If you desire this service for more than one account number, you will need to provide us with a separate consent for each additional account number.
- d. Charges and Fees. Our current service charge is \$29.50 for each overdraft.

If you are enrolled in the Overdraft Transfer Plan and have linked your consumer checking account with other individual or joint accounts, you will not be charged a fee per overdraft, subject to available Line of Credit and/or funds available in a linked account. If your consumer checking account is linked to a Line of Credit, you will be charged interest on the Line of Credit in accordance with the terms of your Credit Line Account Agreement and Federal Disclosure Statement. If funds are not available in your linked account(s), you will be charged an overdraft fee of \$29.50 per item.

If you affirmatively consent for Debit Card Courtesy Pay you will be charged \$29.50 for each overdraft resulting from both one-time debit card transactions/ATM transactions and recurring debit card transactions.

- e. Order of Payment. Checks, drafts, transactions, and other items may not be processed in the order that you make them. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your consumer checking account. The determination of whether a particular check, draft, transaction or other item results in an overdraft or a dishonor and return of the check, draft, transaction, or item is made only once at the time the particular check, draft, transaction or item posts to your account.
- f. Our General Rules on How Transactions Are Posted to Your Account. As noted above, checks and transactions may not be processed in the order that you make them. Below is a general guideline on how we process transactions to your consumer checking account. You should read this disclosure carefully. If you have guestions, please call us at 636-916-8300 or visit any branch.

Checks – Each business day we receive a file of checks for your accounts from our service provider. The file is posted when received. Checks received in the same file are posted in order of draft number. Check deposits are posted as they are received and are subject to the Credit Union's Funds Availability Policy.

ACH – We download ACH files from the Federal Reserve Bank, via Corporate America Credit Union, multiple times during each business day, and the transactions for that settlement date post when they are received. Future-dated transactions are warehoused and post on their settlement date. For each file, credits post first, then debits. Unless a particular ACH debit requires additional review, ACH debits post in order from the smallest debit to the largest debit

Debit PIN/Point of Sale (POS) Transactions – Debit PIN-based POS transactions are transactions where you use your debit card and enter a PIN number at the time of sale. PIN-based transactions post in real time and are debited from the checking account balance almost immediately. In rare circumstances, these transactions may post later than the time of the transaction if our debit card processing systems are offline at the time of the transaction for reasons beyond our control. In such circumstances, the transaction will post to your account as soon as our processing systems come back online.

Debit Signature-Based Transactions – Debit Signature-Based Transactions are transactions where you make a purchase with your debit card but instead of using a PIN, you are asked to sign or authorize that transaction. Each transaction is authorized when the card is swiped (or when you submit your debit card number as part of an online purchase transaction) and an authorization hold is placed on your account for the amount of the purchase. The duration of the hold is 3 days. Funds are released and debited from the checking account when the merchant settles the transaction through the card issuing network, usually within 3-5 days. Merchants have up to 6 months to debit the checking account after a transaction authorization has been received.

ATM Transactions – Cash withdrawals taken at an ATM are processed immediately. Deposits made at an ATM are processed on the next business day. ATM deposits are subject to the Credit Union's Funds Availability Policy. In rare circumstances, these transactions may post later than the time of the transaction if our ATM processing systems are offline at the time of the transaction for reasons beyond our control. In such circumstances, the transaction will post to your account as soon as our processing systems come back online.

g. Your Consumer Checking Account Balance. Your consumer checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, by calling the Credit Union, or by visiting a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time.

Your actual balance is the amount of money that is actually in your account at any given time based on transactions that have "posted" to your account. The "actual" balance does not include transactions that have been authorized and are pending. The "actual" balance does not reflect any holds that have been placed on your account and does not reflect the amount in your account that is available to pay items presented against the account. Any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear on your actual balance. For example, if you have a \$50.00 actual balance, but you just wrote a check for \$40.00 that has not yet been paid, then your actual balance will show as \$50.00 but it does not reflect a deduction for the check that has not yet been paid.

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

Your available balance is used to determine when there are insufficient funds to pay an item presented for payment from your consumer checking account.

An overdraft occurs when you do not have enough money in your consumer checking account to cover a transaction, and we pay the transaction anyway. If your available balance is not sufficient to cover a transaction, we may pay the item and charge you an overdraft fee, as explained in our Account Agreement and the Overdraft Policy. It is important that you understand that a transaction could still result in an overdraft even if your available balance appears sufficient for the transaction at the time you make it. This is because your available balance as it appears at a particular moment may not reflect transactions that you have authorized but that have not yet been paid. If, at the time a transaction is posted, your available balance is not sufficient to cover the transaction, the transaction will result in an overdraft regardless of whether your available balance appeared sufficient at the time you made the transaction.

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

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance would not be reduced by the amount of this transaction from the time the hold has been released until the transaction has been received by us and paid from your account. The amount of an authorization hold may also differ from the actual payment because the final transaction may not yet be known to the merchant when the authorization request is submitted. For example, and as noted above, if you add a tip to a final restaurant bill, that tip will not be deducted from your available balance until the transaction posts to your account. This situation may also occur when you use your debit card at gas stations and hotels. Sometimes these merchants may request we authorize a hold for less than or in excess of the final charge; for instance, if you provide your debit card when you check into a hotel to pay for any incidentals, the hotel may request an authorization for several hundred dollars in anticipation of expenses you may incur during your stay. When you check out of the hotel, that hold may be removed or posted for the exact amount of your expenses. However, until that happens, the amount of the authorization requested by the hotel may be unavailable for use in your account to pay other items such as checks or other debit card transactions. We cannot control how much a merchant asks us to authorize or when a merchant submits a transaction for payment. In addition, authorization holds for debit card transactions placed on sufficient available funds do not guarantee that an overdraft will not occur. Intervening transactions may occur after a pre-authorization that reduces the available balance before the final debit card transaction posts to the account. If this results in an available balance that is insufficient to cover the pre-authorized debit card transaction when it posts to your account, you will be charged an overdraft fee.

The best way to avoid overdraft is to record and track all of your transactions at close of each day.

- h. Dishonoring and Returning Checks, Drafts, ACH or Items. Should we dishonor and return a check, draft, ACH or item drawn on an account with insufficient funds, your consumer checking account will be charged a fee for the dishonored and returned check, draft, ACH or item as stated in the Truth-In-Savings and Fee Schedule disclosures. The current fee for a dishonored and returned check, draft, ACH or item is \$29.50. You understand that we may be presented with a particular check, draft, ACH or item multiple times as the presenting party attempts to have the check, draft, ACH or item paid. You further understand that we are unable to control how many times a payee may present the same check, draft, ACH or item to us. If we are presented with a check, draft, ACH or item that we have already dishonored and returned and your account still lacks the funds to pay such check, draft, ACH or item, you will again be charged a fee for the dishonored and returned check, draft, ACH or item. This could result in multiple returned item or overdraft fees being assessed to your account for the same check, draft, ACH or item. You also understand and agree that we are not liable if we refused to pay a check, draft, ACH or item drawn on your consumer checking account and return it when non-payment occurs as a result of our charging your account for any obligation you owe us. Finally, if we are repeatedly presented with checks, drafts, items or transfers drawn on your consumer checking account for insufficient funds, we may consider that account abuse and may close your account under this Agreement.
- i. Opting out of Courtesy Pay, Debit Card Courtesy Pay or Overdraft Transfer Plan. You can opt out of the Courtesy Pay, Debit Card Courtesy Pay or Overdraft Transfer Plan for any consumer checking account at any time by calling 636-916-8300 or visiting a branch. If you cancel or opt out of your Overdraft Transfer Plan and you have linked your consumer checking account to a Line of Credit, you are still obligated to repay any obligation under your Line of Credit. Opt-out may take up to three (3) business days to become effective. If you have both Courtesy Pay and Debit Card Courtesy Pay, you will continue to have Courtesy Pay coverage unless you specifically notify us of your intention to opt out of both Courtesy Pay and Debit Card Courtesy Pay coverage. Similarly, if you have both Courtesy Pay and Debit Card Courtesy Pay and elect to opt out of Courtesy Pay, you will continue to have Debit Card Courtesy Pay coverage unless you specifically notify us of your intention to opt out of both Courtesy Pay and Debit Card Courtesy Pay coverage. If you opt out of Courtesy Pay or Debit Card Courtesy Pay coverage, you may "opt back in" at any time.
- j. Questions. If you have questions about Courtesy Pay, Debit Card Courtesy Pay or Overdraft Transfer Plan programs, contact us at 636-916-8300 or stop by any branch.
- 14. POSTDATED AND STALEDATED CHECKS OR DRAFTS You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

#### 15. STOP PAYMENT ORDERS

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

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

- b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional sixmonth periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.
- c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.
- 16. CREDIT UNION LIABILITY If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.
- 17. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.
- 18. REMOTELY CREATED CHECKS OR DRAFTS For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.
- 19. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

- 20. LEGAL PROCESS If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.
- 21. ACCOUNT INFORMATION Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

#### 22. NOTICES

- a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.
- b. Notice of Amendments. We may amend or change our bylaws or the terms of this agreement or any other agreements you have with us. This includes the right for us to add new and additional terms and to add provisions to cover topics that may arise in the future. We will notify you of these changes and/or additions as required by law. Your continued use of your account(s) and the services we provide after the effective date of any such changes or additions to this agreement or any other agreement we have with you will demonstrate your express agreement to and acceptance of these new terms. If our amendment or change adds or modifies an arbitration provision, you will have the right to opt out of the added or modified arbitration provisions as set forth in this agreement and in the "change-of-terms" notice that we will send to you if an arbitration provision is added or modified.
- c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.
- d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.
- 23. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

#### 24. STATEMENTS

- a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.
- **b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

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

- c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.
- d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.
- 25. INACTIVE ACCOUNTS As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.
- 26. SPECIAL ACCOUNT INSTRUCTIONS You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card, Member Services Request, or other document which evidences a change to an account and accepted by us.
- 27. TERMINATION OF ACCOUNT We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

- 28. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law, bylaws of the Credit Union or credit union policy. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.
- 29. DEATH OR INCOMPETENCE We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.
- 30. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.
- **31. SEVERABILITY** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
- **32. ENFORCEMENT** You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.
- 33. GOVERNING LAW This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Missouri. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.
- 34. NEGATIVE INFORMATION NOTICE We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- **35. MONITORING AND RECORDING COMMUNICATIONS** We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.
- 36. CONSENT TO CONTACT By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone call, text message, or voicemail transmission at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 1232 Wentzville Parkway, Wentzville, MO 63385, by email to ContactUs@alltrucu.org, via phone at 636-916-8300 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

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

37. BINDING ARBITRATION AND CLASS ACTION WAIVER AGREEMENT - READ THIS ARBITRATION AGREEMENT (the "Arbitration Agreement") CAREFULLY. IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

THIS ARBITRATION AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS, ALL RELATED PRODUCTS AND SERVICES, AND YOUR RELATIONSHIP WITH US. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES AND CLAIMS BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF TO A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT

In this Arbitration Agreement, references to "we," "us," "our," and "Credit Union" mean Alltru Federal Credit Union. References to "you" and "your" mean each person who applies for, establishes, owns, holds, or uses any of the accounts or related products or services. The term "accounts" means any account or accounts that you apply for, open, hold, own, maintain, or use with Credit Union, as further described in the Membership Agreement (as defined below).

This Arbitration Agreement is binding on you and Credit Union and, if applicable, shall replace, in total, any arbitration provision contained in any membership applications, agreements and disclosures (collectively the "Membership Agreement") associated with your accounts. The Arbitration Agreement governs all services and products provided by the Credit Union to you. The Arbitration Agreement also applies to any documents, disclosures, policy, procedure, communications, or marketing material, whether now in existence or provided to you in the future, and to any Claims (as hereinafter defined) that might arise as a result of such information or documents. Terms not otherwise defined in this Arbitration Agreement shall have the same meaning as contained in the Membership Agreement.

Under the terms of this Arbitration Agreement, and except as set forth below, "Claims" (as defined below) will be resolved by individual (and not classwide) binding arbitration in accordance with the terms specified herein, if you or we elect it.

#### a. Agreement to Arbitrate Disputes.

Either you or we may elect, without the other's consent, to require that any dispute between you and us concerning your accounts, your relationship with us, or the products and services related to your accounts, be resolved by individual (and not class-wide) binding arbitration, in accordance with the terms specified herein, except for those disputes specifically excluded below.

You and the Credit Union agree that we have the option to 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 informal settlement does not occur, then you agree that any and all Claims that are threatened, made, filed, or initiated after the Effective Date (defined below) of this 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; or, a copy of the Rules can be obtained from the Credit Union upon request. If AAA is not available or refuses to administer the arbitration for any reason, the arbitrator or arbitration service shall be selected pursuant to the provisions of paragraph g of this Arbitration Agreement, and in such event, all references in this Arbitration Agreement to AAA or to the Rules shall be deemed to refer to such other selected arbitrator or arbitration service and to its rules of arbitration and procedure.

The parties agree that, before the institution of any arbitration proceeding for any Claim under this Arbitration Agreement, the parties will mediate such Claim in good faith, before an independent third-party mediator. Mediation is a process where a neutral third party (a mediator) is engaged to assist the parties in attempting to reach an agreed resolution of a dispute. More information about mediation can be found online, including at https://www.adr.org/Mediation. The pre-arbitration mediation required by this provision must occur on an individual (non-class, non-representative) basis and be limited to your or our individual Claims. No mediation of any purported class action or representative action is permitted under this provision, and unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same mediation (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the Claim may have been assigned. A party seeking or requesting pre-arbitration mediation under this provision shall provide written notice to the other party that briefly describes the nature and basis of the Claim(s) and includes a request for mediation. The parties will attempt in good faith to agree on a mediator to conduct the mediation. If, and only if, the parties are unable to agree on the mediator, then you may select the mediator provided that: (1) the mediator must be either (a) a licensed attorney with active status in good standing who has been admitted to practice law for at least 10 years in the State of Kansas, Missouri, and/or the State where you reside, or (b) a licensed attorney in good standing with inactive status who, during the time such attorney held active status, was admitted to practice law for at least 10 years in the State of Kansas, Missouri, and/or the State where you reside and, currently, is engaged full-time in the business of providing arbitration, mediation, or other alternative dispute resolution services; and (2) the mediator must have demonstrable experience in the subject matter or general legal practice area within which the Claims to be mediated fall. Such "demonstrable experience" may be shown through proof of the mediator's areas of legal practice or mediation or other legal service (for example, cases heard or decided while serving as a judge). The mediation may occur by video conference or in person or in a "hybrid" setting (such as when some parties or individuals appear by video or remotely and others appear in person), provided that to the extent that any representative of the Credit Union attends the mediation in person, it must occur within 60 miles of the Credit Union's headquarters unless the parties agree in writing to a different location. The Credit Union will cover mediator fees of up to \$2500 for the mediation; however, each party shall be responsible for its own attorney's fees and any other costs and fees not herein identified. The parties agree that, if a written request for prearbitration mediation of a Claim is made in accordance with this provision, then any statute of limitations or other limitations period applicable to such Claim will be tolled for a period of 90 days from the date of the initial written request for pre-arbitration mediation to allow the mediation to timely proceed. This tolling of statutes of limitations and limitations periods shall not revive or have any effect on a Claim that is already time-barred at the time a request for mediation is made. Notwithstanding other provisions in this Arbitration Agreement that disputes relating to the enforceability, validity, interpretation, or application of this Arbitration Agreement are subject to arbitration, any dispute focused specifically on the enforceability, validity, interpretation, or application of this provision concerning pre-arbitration mediation (the "Pre-Arbitration Mediation Provision") shall be resolved by the Court. If pre-arbitration mediation does not result in resolution of a Claim, then such Claim may proceed to and be resolved by mandatory and binding arbitration in accordance with the terms and procedures set forth in this Arbitration Agreement.

#### b. No Class Action or Joinder of Parties.

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

No arbitrator shall have the authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. The parties acknowledge that the class action waiver (the "Class Action Waiver") described in this provision is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Agreement. If the Class Action Waiver is voided, found unenforceable, or limited with respect to any Claims for which you seek class-wide relief, then the parties' Arbitration Agreement (except for this sentence) shall be null and void with respect to such Claim, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. However, the Arbitration Agreement shall remain valid with respect to all other Claims. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

#### c. Disputes and Claims Covered by Arbitration.

Any Claim or dispute relating to or arising out of your accounts or our relationship with you will be subject to arbitration, regardless of whether that Claim or dispute arose before or after your receipt of this Arbitration Agreement. Claims include disputes that are asserted as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such Claims must proceed on an individual (non-class, non-representative) basis and that the arbitrator may award relief only on an individual (non-class, non-representative) basis. Claims also include disputes relating to the enforceability or interpretation of this Arbitration Agreement, or any part of it, or to the existence or validity of an agreement to arbitrate. Any questions about whether disputes or Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes and Claims are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes and Claims include any unresolved Claims concerning any services relating to your accounts. Claims include not only Claims made directly by you, but also any Claims made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes and Claims include not only Claims that relate directly to the Credit Union, but also Claims that relate to any Credit Union parent companies or entities, affiliates, successors, assignees, employees, or agents, and Claims for which we may be directly or indirectly liable, even if we are not properly named at the time the Claim is

made. Claims include disputes based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include Claims asserted as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; and Claims made independently or with other Claims. If a party initiates a proceeding in court regarding a Claim or dispute which is included under this Arbitration Agreement, the other party may elect to proceed in arbitration pursuant to this Arbitration Agreement.

#### d. Disputes Excluded from Arbitration.

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 THE AGREEMENTS GOVERNING YOUR ACCOUNTS, AND ANY SUCH CLAIMS WILL BE DECIDED BY AN ARBITRATOR RATHER THAN BY A JUDGE OR JURY (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) Claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that Claim shall be subject to this Arbitration Agreement.

#### e. Agreement Subject to the Federal Arbitration Act.

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, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT.

#### f. Commencing an Arbitration.

Either you or we may elect to resolve a particular Claim through arbitration, even if you or we have 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.

The arbitration must be filed with the following neutral arbitration forum and follow its Rules and procedures for initiating and pursuing an arbitration: AAA. If you initiate the arbitration, you must notify us in writing at:

Alltru Federal Credit Union 1232 Wentzville Parkway Wentzville, MO 63385 Attn: Risk Management

If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the AAA Rules, as well as additional information about initiating an arbitration, by contacting:

American Arbitration Association www.adr.org

You may also obtain a copy of the Rules from the Credit Union upon request.

The arbitration shall be conducted within 60 miles of the Credit Union's headquarters, unless the parties agree to a different location in writing. The arbitration shall be conducted at a location or by remote video conference, as mutually agreed upon by the parties. In the event the parties are unable to come to an agreement on where the arbitration shall be conducted, the location at which the arbitration shall be conducted (and/or method of remote video conference) will be chosen as provided by the AAA's applicable rules and procedures for consumer disputes.

Neither you nor we waive the right to elect arbitration by first filing suit in court. For example, if we file a collections suit and you file a counterclaim in response to the collections suit, you or we still have the right to choose to arbitrate the Claims asserted in the collection suit and/or in the counterclaim. Further, notwithstanding the foregoing, if you or we elect arbitration, such election will not limit or constrain your or our rights to: (1) interplead funds in the event of competing or inconsistent claims to funds associated with your account; (2) file bankruptcy in court; (3) take legal action to enforce the arbitrator's decision; (4) request that a court review whether the arbitrator exceeded its authority or whether the arbitrator's award should be vacated on some other ground provided by law; (5) engage in any self-help remedy, such as repossession, setoff, or sale of any collateral given by you as security for repayment of amounts owed by you under any agreement you have with us; or (6) pursue any individual action in court by you or us that is limited to preventing the other party from using such self-help remedy and that does not involve a request for damages or monetary relief of any kind.

#### g. Administration of Arbitration.

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge with experience in the types of financial transactions at issue in the Claims and selected in accordance with the Rules of the arbitration forum. The arbitrator shall follow procedures and Rules of the arbitration forum in effect on the date the arbitration is filed unless those Rules and procedures are inconsistent with this Arbitration Agreement, in which case this Arbitration Agreement will prevail. If AAA is unwilling or unable to undertake the arbitrator, the arbitrator may be selected by mutual agreement between the parties. If, and only if, the parties are unable to mutually agree upon an arbitrator, then you will have the right to select the arbitrator, provided that such selection must comply with the following conditions: (1) the arbitration shall be conducted by a single arbitrator; (2) such arbitrator must be either (a) a licensed attorney with active status in good standing admitted to practice law in the State of Kansas, Missouri, and/or the State where you reside or (b) a licensed attorney in good standing with inactive status who, during the time such attorney held active status, was admitted to practice law in the State of Kansas, Missouri, and/or the State where you reside and, currently, is engaged full-time in the business of providing arbitration, mediation, or other alternative dispute resolution services; and (3) the arbitrator must have demonstrable experience in the subject matter or general legal practice area within which the Claims to be arbitrated fall. Such "demonstrable experience" may be shown through proof of the arbitrator's areas of legal practice or other legal service (for example, cases heard or decided while serving as a judge). If the parties are unable to come to a mutual agreement as to whether a proposed arbitrator meets the foregoing criteria, then the arbitrator may be selected as provided under the

The Rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other

dispute. You or we may choose to have a hearing and be represented by counsel. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

#### h. Arbitration Proceedings.

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 relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator can award any damages or relief on your or our individual Claim that a court of law could, including individual injunctive relief and attorneys' fees when permitted under governing law. The arbitrator's award can be entered as a judgment in any court having jurisdiction. The arbitrator shall issue its decision in writing and include a written supporting opinion in which the arbitrator sets forth the basis for its decision, including but not limited to findings of fact and conclusions of law. Except as provided in applicable statutes or as otherwise provided in this Arbitration Agreement, the arbitrator's award is not subject to review by the court and it cannot be appealed.

#### i. Enforceability.

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

#### i. Costs.

The Credit Union shall pay for any filing, administration, and arbitrator fees that the AAA requires the financial institution to pay. However, each party shall be responsible for its own attorney, expert, and other fees not herein identified, with the exception that the arbitrator is permitted to award attorneys' fees and costs to the prevailing party if the applicable law so provides.

#### k. Right to Resort to Provisional Remedies Preserved.

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise or enforce any security interest or lien We may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, other prejudgment remedies or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies. As noted in paragraph f, you have the right to pursue an action in court to prevent us from using self-help remedies as long as such action does not involve a claim for damages or monetary relief of any kind or attempt to pursue a class action based upon our self-help remedies.

#### I. Arbitration Award.

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen (15) days of notice of the award or pursuant to the Rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the Rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same Rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days of notice of the award or pursuant to the Rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

#### m. Confidentiality.

You and we agree that any arbitration proceeding initiated under this Arbitration Agreement shall be conducted and kept in strict confidence, meaning that you and we agree not to disclose or cause to be disclosed to any third party the dispute(s) to be arbitrated hereunder, or any of the underlying facts, circumstances, documents, and other materials relating to such dispute(s), except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge, or other court proceeding, concerning an award or its enforcement, or unless otherwise provided by law.

#### n. Effective Date.

This Arbitration Agreement is effective upon the 46th day after we provide it to you ("Effective Date"), unless you optout in accordance with the requirements of the Applicability/Opt-Out Rights provision described in paragraph q. For all new accounts, this Arbitration Agreement was provided upon account opening. For existing accounts: 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 the Arbitration Agreement was also provided to you when it was made available to you within the online banking portal.

#### o. Governing Law.

You and we agree that our relationship includes transactions involving interstate commerce and that this Arbitration Agreement is governed by, and enforceable under, the Federal Arbitration Act. To the extent State law is applicable, the laws of the State of Missouri shall apply.

#### p. Severability, Survival.

This Arbitration Agreement shall survive (a) termination of or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. With one exception, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remainder of this Arbitration Agreement shall remain in force. The one exception is that if the Class Action Waiver in this Arbitration Agreement is found to be unenforceable or invalid for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. No portion of this Arbitration Agreement may be amended or waived absent a written agreement between you and us.

#### q. Applicability/Opt Out Rights.

This Arbitration Agreement will not apply to your account as long as you are an active-duty Service Member.

Right to Reject this Arbitration Agreement.

YOU MAY CHOOSE TO REJECT THIS ARBITRATION AGREEMENT BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

Consent to the Arbitration Agreement:

- 1. If you agree to be bound by this Arbitration Agreement, then no action is needed on your part.
- 2. If you take no action, then on the Effective Date, your accounts will be bound by this Arbitration Agreement.

Rejection of the Arbitration Agreement:

- 1. If you do not agree to be bound by this Arbitration Agreement, then within forty-five (45) days of when this Arbitration Agreement was provided to you (as described above in paragraph n), you must send us written notice that you reject the Arbitration Agreement, in accordance with the following instructions:
- a. Your written notice must include: your name, as listed on your account(s), your account number(s), and a statement that you reject the Arbitration Agreement, and:
- b. You must send your written notice to us at the following address:

Alltru Federal Credit Union 1232 Wentzville Parkway Wentzville, MO 63385 Attn: Risk Management

Your notice of rejecting the Arbitration Agreement can be a letter that is signed by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect. Failure to opt out of this Arbitration Agreement as provided for by this paragraph and your continued use of Credit Union products or services shall be deemed consent to this Arbitration Agreement.

If you have previously opted out of any Credit Union arbitration provision, you must still opt out of this Arbitration Agreement, following the procedure in this paragraph q, to avoid being bound by the Arbitration Agreement.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.



#### ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Alltru Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

- 1. EFT SERVICES If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.
- a. Visa Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Star, Pulse, Plus, Cirrus networks, and such other machines or facilities as the Credit Union may designate.

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

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

The following limitations on Visa Debit Card transactions may apply:

- There is no limit on the number of Visa Debit Card purchases you make per day.
- You may purchase up to a maximum of \$5,000.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$510.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$2,500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- Deposits are limited to two per day.

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

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not

guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

b. HSA Debit Card. If you will be using your Visa® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Visa zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your HSA Checking account. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Star, Pulse, Plus, Cirrus, Co-Op networks, and such other machines or facilities as the Credit Union may designate.

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

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

The following limitations on HSA Debit Card transactions may apply:

- There is no limit on the number of HSA Debit Card purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of \$5,000.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$510.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$2,500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

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

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

- c. Telephone Banking. If we approve Telephone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Telephone Banking to:
  - Withdraw funds from your savings, checking, and money market accounts.
  - Transfer funds from your savings, checking, and money market accounts.
  - Obtain balance information for your savings, checking, and money market accounts.
  - Make loan payments from your savings, checking, and money market accounts.
  - Access your Line of Credit account.
  - Determine if a particular item has cleared.
  - Verify the last date and amount of your payroll deposit.

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

The following limitations on Telephone Banking transactions may apply:

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

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

#### d. Preauthorized EFTs.

Direct Deposit. Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union
will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking
account.

- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.
- e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- f. Online Banking. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:
- Transfer funds from your savings, checking, and money market accounts.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- See Section 2 for transfer limitations that may apply to these transactions.
  - The maximum withdrawal or transfer amount is \$1,000.00 per day, and no transfer or withdrawal may exceed the available funds in your account.
- g. Mobile Banking. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:
  - Transfer funds from your savings, checking, and money market accounts.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- The maximum withdrawal or transfer amount is \$1,000.00 per day, and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.
- h. 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.

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

The following limitations on Bill Pay transactions may apply:

- The maximum amount of bill payments each day is \$9,999.99, if there are sufficient funds in your account.

- 2. TRANSFER LIMITATIONS None.
- 3. CONDITIONS OF EFT SERVICES —
- a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- **b.** Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

#### c. Foreign Transactions.

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

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

- d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
- **4. FEES AND CHARGES** We assess certain fees and charges for EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

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

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

#### a. Visa Debit Card Fees.

- \$2.00 charge for ATM withdrawals at machines we do not own (nonproprietary).
- Replacement card fee of \$10.00 per card.
- Nonsufficient funds fee of \$29.50 per submission/resubmission of an item.
- \$29.50 charge for each one-time debit overdraft.

#### b. HSA Debit Card Fees.

- \$2.00 charge for ATM withdrawals at machines we do not own (nonproprietary).
- Replacement card fee of \$10.00 per card.
- Nonsufficient funds fee of \$29.50 per submission/resubmission of an item.
- 5. **MEMBER LIABILITY** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

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

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

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

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

(636) 916-8300

or write to:

Alltru Federal Credit Union 1232 Wentzville Pkwy Wentzville, MO 63385 Fax: (636) 916-8376

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

#### 6. RIGHT TO RECEIVE DOCUMENTATION —

- a. Periodic Statements. Transfers and withdrawals made through any debit card transactions, HSA debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- **b.** Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (636) 916-8300. This does not apply to transactions occurring outside the United States.
- 7. ACCOUNT INFORMATION DISCLOSURE We will disclose information to third parties about your account or the transfers you make:
  - As necessary to complete transfers;
  - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
  - If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you
    agree that we may provide personal information about you and your account that is necessary to provide you with the requested
    service(s):
  - To comply with government agency or court orders; or
  - If you give us your written permission.
- 8. BUSINESS DAYS Our business days are Monday through Saturday, 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:
  - If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
  - If you used your card or access code in an incorrect manner.
  - If the ATM where you are making the transfer does not have enough cash.
  - If the ATM was not working properly and you knew about the problem when you started the transaction.
  - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
  - If the money in your account is subject to legal process or other claim.
  - If funds in your account are pledged as collateral or frozen because of a delinquent loan.
  - If the error was caused by a system of any participating ATM network.
  - 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.
  - If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.

- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.
- 10. NOTICES All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

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

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.
- 11. BILLING ERRORS In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(636) 916-8300

or write to:

Alltru Federal Credit Union 1232 Wentzville Pkwy Wentzville, MO 63385 Fax: (636) 916-8376

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

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

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

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

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

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

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this

Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

- **13. GOVERNING LAW** This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Missouri, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
- **14. ENFORCEMENT** You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.



#### **FUNDS AVAILABILITY POLICY DISCLOSURE**

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

- 1. GENERAL POLICY Our policy is to make funds from your cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cutoff hours for different deposit locations. The earliest cutoff time that might apply at a staffed facility is close of business. The earliest cutoff hour that might apply for deposits made at an ATM that we own or operate is 5:00 p.m. If you make a deposit before our cutoff hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our cutoff hours are available at the Credit Union.
- 2. RESERVATION OF RIGHT TO HOLD In some cases, we will not make all of the funds that you deposit by check available to you on the next business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
- 3. HOLDS ON OTHER FUNDS If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.
- **4. LONGER DELAYS MAY APPLY** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
  - We believe a check you deposit will not be paid.
  - You deposit checks totaling more than \$5,525.00 on any one (1) day.
  - You redeposit a check that has been returned unpaid.
  - You have overdrawn your account repeatedly in the last six (6) months.
  - There is an emergency, such as failure of communications or computer equipment.

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

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**6. DEPOSITS AT NONPROPRIETARY ATMS** — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.



Rev. 12/24

## **FACTS**

# WHAT DOES ALLTRU FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

### Why?

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

### What?

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

- Social Security number and account balances
- credit history and credit scores
- income and payment history

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

## How?

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

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

**Questions?** 

Call 636-916-8300 or go to alltrucu.org

## Page 2

What we do	
How does Alltru Federal Credit Union 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 Alltru Federal Credit Union collect my personal information?	We collect your personal information, for example, when you  open an account or deposit money pay your bills or use your credit or debit card apply for financing
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only  sharing for affiliates' everyday business purposes – information about your creditworthiness  affiliates from using your information to market to you  sharing for nonaffiliates to market to you
	State law and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Alltru Federal Credit Union has no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul> <li>Alltru Federal Credit Union does not share with our nonaffiliates so they can market to you.</li> </ul>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  • Our joint marketing partners include financial companies.

## Other important information



## TRUTH-IN-SAVINGS DISCLOSURE

#### LAST DIVIDEND DECLARATION DATE:

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

RATE SCHEDULE									
		DIVIDENDS			В	ALANCE RE	QUIREMEN <sup>*</sup>	ΓS	
ACCOUNT TYPE	T TYPE Dividend Rate/ Annual Percentage Yield (APY)		Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	ACCOUNT LIMITATIONS
Primary Savings	/	Monthly	Monthly	Monthly (Calendar)	\$1.00	_	\$100.00	Average Daily Balance	_
Secondary Savings	/	Monthly	Monthly	Monthly (Calendar)	_	_	\$100.00	Average Daily Balance	_
CUbby Kids Club	\$1.00 to \$249.99 / \$250.00 or greater	Monthly	Monthly	Monthly (Calendar)	\$1.00	_	\$1.00	Average Daily Balance	Account limitations apply.
Holiday Club	_	_	_	_	_	_	_	_	Account withdrawal limitations apply.
College Savings	/	Monthly	Monthly	Monthly (Calendar)	\$1.00	_	\$100.00	Average Daily Balance	_
Health Savings	/	Monthly	Monthly	Monthly (Calendar)	_	_	_	Average Daily Balance	Account limitations apply.
Round Up Savings	\$1.00 to \$249.99 / \$250.00 or greater /	Monthly	Monthly	Monthly (Calendar)	_	_	\$1.00	Average Daily Balance	Account limitations apply.
StepOne Savings	/	Monthly	Monthly	Monthly (Calendar)	\$1.00	_	\$1.00	Average Daily Balance	Account limitations apply.
Share Secured Savings	/	Monthly	Monthly	Monthly (Calendar)	_	_	_	Average Daily Balance	Account limitations apply.
City CSA Savings	_	_	_	_	\$1.00	_	_		Account limitations apply.
Financial Partners Club	1	Monthly	Monthly	Monthly (Calendar)	_	\$2,000.00	\$100.00	Average Daily Balance	_
High Yield Online Savings	\$0.00 to \$24,999.99 / \$25,000.00 or greater /	Monthly	Monthly	Monthly (Calendar)	_	\$1.00	_	Average Daily Balance	Account limitations apply.

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Money Market	\$250.00 to \$49,999.99 / \$50,000.00 to \$99,999.99 / \$100,000.00 or greater /	Monthly	Monthly	Monthly (Calendar)	\$250.00	\$250.00	\$250.00	Average Daily Balance	_
Basic Checking	_	_	_	_	_	_	_	_	_
Opportunity Checking	_	_	_	_	_	_	_	_	Account limitations apply.
Opportunity Checking II	_	_	_	_	_	_	_	_	Account limitations apply.
Premium Checking	1	Monthly	Monthly	Monthly (Calendar)	_	\$15,000.00	\$100.00	Average Daily Balance	Account limitations apply.
Secondary Checking	_	_	_	_	_	_	_	_	_
StepOne Checking	_	_	_	_	_	_	_	_	_
STL Youth Jobs Checking	_	_	_	_	_	_	_	_	Account limitations apply.
Tailormade Checking Qualification Met (See Section 2)	\$0.00 to \$19,999.99 / \$20,000.00 or greater / to	Monthly	Monthly	Monthly (Calendar)	_	_	_	Average Daily Balance	_
Qualifications Not Met (See Section 2)	_								
Value Checking	_	_	_	_	_	_	_	_	_
Work 1st Checking	_	_	_	_	_	_	_	_	Account limitations apply.

#### **ACCOUNT DISCLOSURES**

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

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Primary Savings, Secondary Savings, CUbby Kids Club, College Savings, Health Savings, Round Up Savings, StepOne Savings, Share Secured Savings, Financial Partners Club, High Yield Online Savings, Money Market, Premium Checking, Tailormade Checking accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule. CUbby Kids Club, Round Up Savings, High Yield Online Savings, Money Market, Tailormade Checking accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For tiered accounts, each dividend rate

will apply only to that portion of the account balance within each balance range.

- 2. TAILORMADE CHECKING For Tailormade Checking accounts, you may qualify for monthly rewards if you meet the applicable minimum qualification requirements for the monthly qualification cycle. To meet the minimum qualification requirements, you must: 1) have at least one ACH credit or debit post to your account; 2) consent to receive your statements electronically; and 3) maintain an average daily balance of deposit accounts and/or total loan balances (excluding mortgages), that equals or exceeds \$5,000.00 when combined. The monthly qualification cycle is defined as the first day of each calendar month and end on the last day of that month. You will not be reimbursed for any accrued but unreimbursed ATM fees at the time you close your account
- 3. NATURE OF DIVIDENDS Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
- **4. DIVIDEND COMPOUNDING AND CREDITING** The compounding and crediting frequency of dividends and the dividend period applicable to each account are

stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

- **5. ACCRUAL OF DIVIDENDS** For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.
- **6. BALANCE INFORMATION** To open any account, you must deposit or already have on deposit the minimum required share(s) in a Primary Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Financial Partners Club, High Yield Online Savings, Money Market, and Premium Checking accounts, there is a minimum average daily balance required to avoid a service fee for the dividend period. If the minimum average daily balance requirement is not met, you will be charged a service fee as stated in the Schedule of Fees and Charges. For Primary Savings, Secondary Savings, CUbby Kids Club, College Savings, Round Up Savings, StepOne Savings, Financial Partners Club, Money Market,

and Premium Checking accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum average daily balance requirement is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the average daily balance method as stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

7. ACCOUNT LIMITATIONS — For Holiday Club accounts, the entire balance will be transferred to another account of yours on or after October 25 and the account will remain open. If you withdraw from your Holiday Club account, you will be charged a fee as disclosed in the Schedule of Fees and Charges. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. For CUbby Kids Club accounts, upon your 13th birthday your entire balance will be transferred to a StepOne Savings account, subject to the terms and conditions of such account. For Health Savings accounts, transactions are subject to limitations imposed by the Internal Revenue Service. Consult your HSA Agreement or tax consultant for the specific limitations that may be imposed by the Internal Revenue Service. For Round Up Savings, except for amounts that are associated with the "RoundUp" transfer feature, deposits may not be made into this account. In order to earn dividends at the disclosed rate you must (a) consent to receive your periodic statements electronically; and (b) elect automatic transfer from a checking account that you have with us. For STL Youth Jobs Checking accounts, upon your 25th birthday your entire balance will be transferred to either a Basic Checking (subject to the terms and conditions of such account), or an Opportunity Checking account (subject to the terms and conditions of such account), based upon our underwriting requirements at that time. For StepOne Savings accounts, upon your 18th birthday your entire balance will be transferred to a Primary Savings account, subject to the terms and conditions of such account. For Share Secured Savings accounts, transactions are limited to the initial loan deposit, No other deposits will be allowed to this account. Once this account is established, you may not add a Joint Owner to the account. For City CSA Savings accounts, withdrawals must be approved by the St. Louis Treasurer's Office. For High Yield Online Savings accounts, all transactions, including transfers, deposits, and withdrawals must be

conducted online. Only one High Yield Online Savings account may be opened per social security number. For Opportunity Checking and Opportunity Checking II accounts, if your account has been in good standing for 12 consecutive months, your entire balance will be transferred to a Basic Checking Account, subject to the terms and conditions of such account. For Premium Checking accounts, A monthly fee is applied to this account unless the minimum combined balance of \$15,000.00 is met. See the Schedule of Fees and Charges for additional details. For Work 1st Checking accounts, if your account has been in good standing for 12 consecutive months, your entire balance will be transferred to an Opportunity Checking account subject to the terms and conditions of such account. For Primary Savings, Secondary Savings, College Savings, Financial Partners Club, Money Market, Basic Checking, Secondary Checking, and StepOne Checking accounts, no account limitations apply.

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

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

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

Par Value of One Share

\$1.00

Number of Shares Required

1

- 10. RATES The rates provided in or with the Rate Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.
- **11. FEES** See separate schedule of fees and charges for a listing of fees and charges applicable to your account(s).

#### LOCATIONS

St. Charles 1721 Zumbehl Road St. Charles, MO 63303 (636) 916-8300

Hazelwood 5916 North Lindbergh Blvd Hazelwood, MO 63042 (636) 916-8300

Downtown St. Louis 1407 Washington Avenue St. Louis, MO 63103 (636) 916-8300

Wentzville 1232 Wentzville Parkway Wentzville, MO 633385 (636) 916-8300

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



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



#### TRUTH-IN-SAVINGS DISCLOSURE

#### MATURITY DATE:

#### **EFFECTIVE DATE:**

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

time to time.									
				<b>RATE SCHE</b>	DULE				
	Dividend Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
□ Certificate									
3 Month	/								
6 Month	/								
12 Month	/							AII 1 0 T II	
18 Month	/	Fixed Rate	\$250.00	Monthly	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
24 Month	/					TOTTI		Elithadons section	
36 Month	/								
48 Month	/	l							
60 Month	/							<u>'</u>	
☐ IRA Certificate									
3 Month	/								
6 Month	/								
12 Month	/								
18 Month	/	Fixed Rate \$250.00	\$250.00	Monthly	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
24 Month	/					TOTTI		Limitations section	
36 Month	/								
48 Month	/								
60 Month	/								

#### **ACCOUNT DISCLOSURES**

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

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the

account. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

- DIVIDEND PERIOD For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date
- 3. **DIVIDEND COMPOUNDING AND CREDITING** The compounding and crediting frequency of dividends are
- stated in the Rate Schedule. For all accounts, at your option, you may choose to have dividends credited to your certificate account, paid to you by check or transferred to another account of yours. If you elect to have dividends paid to you by check or transferred to another account, compounding will not apply.
- 4. BALANCE INFORMATION To open any account, you must deposit or already have on deposit the minimum required share(s) in a Primary Savings account. Some accounts may have additional minimum opening deposit

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requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For accounts using the average daily balance method as stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

- 5. ACCRUAL OF DIVIDENDS For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For all accounts, if you close your account before accrued dividends are credited, accrued dividends will be paid.
- 6. TRANSACTION LIMITATIONS For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may make withdrawals of principal subject to the early withdrawal penalties stated below. Withdrawals of dividends are not subject to penalty.
- 7. MATURITY Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.
- **8. EARLY WITHDRAWAL PENALTY** We may impose a penalty if you withdraw funds from your account before the maturity date.
- **a.** Amount of Penalty. For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of less than 12 months 90 days' dividends

Terms of 12 months or greater 180 days' dividends

- b. How the Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.
- c. Exceptions to Early Withdrawal Penalties. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

- When an account owner dies or is determined legally incompetent by a court or other body of competent iurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.
- 9. RENEWAL POLICY The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.
- **10. NONTRANSFERABLE/NONNEGOTIABLE** Your account is nontransferable and nonnegotiable.
- **11. MEMBERSHIP** As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share

\$1.00

Number of Shares Required

1

#### LOCATIONS

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## NCUA

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