Member Service Agreement
Part 2

People Caring More
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Important Notice about this Part 2 • Please Read

This Member Service Agreement (MSA) Part 2 provides you with comprehensive information about the advantages and responsibilities of, and disclosures for, your membership, products and services. It also assists us in serving the best interests of the members of our Credit Union. Should you have questions about any matter addressed in this Part 2 of the MSA, please contact us during business hours and we will be happy to assist you.

Questions? Please contact us anytime we're open for business.

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Introduction

Thank you for being a member of our Credit Union. Our Credit Union is a full service financial institution owned by all its members, including you. Since we are member-owned, we work exclusively to provide our members with excellent service, accounts, loans and other valuable financial products. We look forward to helping you with all your financial goals!

To assist you with membership, products and services, we provide this Part 2 of our Member Service Agreement. Together with loan agreements and other contracts, it addresses the benefits and responsibilities of using our products and services. Thank you again for being a member. We greatly appreciate it and look forward to serving you!

1. This is an Agreement between You and Us

a. The Purpose of this Part 2 of the Member Service Agreement

This Member Service Agreement (MSA) Part 2 provides you with comprehensive information about the privileges and accountabilities of our products and services. It also assists us in serving the best interests of the members of our Credit Union. Please read and keep a copy of this Part 2 *document*, and all contracts you have with us, for future reference.

b. Agreement to Membership, Products and Services

When you join our Credit Union and start accounts, loans, products and services with us, you may sign a Part 1 service form, and will be provided or be able to access this Part 2 *document*. The Parts 1 and 2, along with the related information and *documents* in *our records*, create the Member Service Agreement with us.

We refer to our Member Service Agreement form as a "Part 1 form" or "service form." We (or you) may complete the form, which you review and sign or authorize to use our products and services. The form may include information about you, the ownership and survivorship features of accounts, and the products and services you have requested. This information is entered in our *documents* or *computer system*. In fact, the service form may consist entirely of information in our *computer system*. The forms, *documents* and information in our *computer system* are retained in *our records* and used to start, maintain and *manage* the products and services you have with us. They are the first part of our Member Service Agreement – the "Part 1."

We refer to this *document* as the "Part 2" of our Member Service Agreement. The Part 2 explains the *terms* of membership, products and services with us. It also includes the "Electronic Funds Transfer Disclosure," "Funds Availability Disclosure," "Rate and Fee Disclosure" and "Privacy Notice" disclosure. Most of these disclosures are found at the end of this Part 2, and are also accessible separately from the Part 2 on our website or on request from us (please see Provision 2.b. for the organization of this Part 2). The Part 2 is the second part of our Member Service Agreement.

You understand that Parts 1 and 2, along with the information and *documents* in *our records*, create a legally binding contract with us. This contract is the Member Service Agreement, which we refer to as the "MSA." The MSA addresses how membership, products and services are started, confirmed, maintained, reviewed, changed, added or terminated (please see the word "*action*" in Provision 1.d.). The MSA applies when you *take actions, conduct transactions on* or use our products and services. It also addresses how we *manage* and communicate with you about products and services. The *terms* of the MSA apply to all products and services unless those *terms* are superseded (controlled) by specific provisions in the contracts for those products and services. The MSA also applies to any person or organization that wants to *take action*, *conduct a transaction* or request us to act on any matter concerning the business of the Credit Union. You consent to the *terms* of the MSA when you apply for membership, share your information with us, sign or authorize a *document*, use a product or service, receive or have access to a periodic statement, or request to do business with us *by any method we allow*. When you perform any of the preceding activities, you also affirm that all the information you provide to us is complete and true, and that any *document* has been completed and the information has been entered accurately and according to your instructions as reflected in *our records*. You agree that we may rely exclusively on the *terms* of the MSA, and that we have no obligation to rely on any non-Credit Union documentation unless otherwise required by law. You understand you may contact us and request to review or access a paper or *electronically-managed* copy of your information or *document* in *our records*, the current version of this Part 2, all disclosures or other contract, anytime we are open for business. You may also access a current version of this Part 2 and all disclosures on our website at www.pcmcu.org.

c. Questions? Please Contact Us at Your Earliest Convenience

You may visit our branch or contact us at 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051 during business hours for assistance with questions or concerns about the accounts, loans, products or services you have with us. It is important you read and follow the *terms* of the MSA so 1) we can meet your product and service needs, 2) you fully benefit from the advantages of membership with us, and 3) you fulfill all your responsibilities and avoid fees, costs, losses or liability. The MSA is written in English. It is your responsibility to get help from someone you choose if you have any difficulties in reading or understanding the MSA. Also, if you attempt to initiate an *action* or *transaction on* a product or service by communicating with us in a language other than in English, we have no obligation to permit or conduct the *action* or *transaction* unless we communicate about the *action or transaction* with you in that language. If you need help with any matter addressed in the MSA, contract, product or service, please contact us during business hours and we will be happy to assist you.

d. Important Definitions for the Member Service Agreement

A number of important words and phrases used throughout the MSA are defined in this Provision. These definitions are provided below in bolded capitalized words and phrases, and in alphabetical order (with the exception of "You" and "Us," which are defined first). To assure you are aware of specific important definitions, several key and frequently used words and phrases that follow are *italicized* throughout this Part 2. They include *action*, *by any method we allow*, *computer system*, *document*, *electronically manage, manage, our records, terms* and *transaction*. Please contact us during business hours with any questions you may have about the definitions of the MSA.

You and Us. The words "you" and "your" mean 1) a member, owner or person who requests to *take action* or *conduct a transaction on* membership, accounts, loans, products or services with us, and 2) any person or organization that requests us to act on any matter concerning the business of the Credit Union. The words "we," "our," and "us" mean the Credit Union and our associates.

Account. The word "account" means one of three (3) types of savings products that you may start and use to hold your funds in with us: a savings (share) account, a checking (share draft) account or a term account (which is commonly referred to as a certificate or share certificate account). Accounts, along with membership and loans, are one of the three primary categories of products at our Credit Union. For further information, please see Provisions 2.I., 4., 6., 7. and 28.

Accessible. We use the words "accessible," "access" and "accessibility" to reference 1) how we may provide and you may review and obtain paper or *electronically-managed documents* and the information that pertains to products and services with us, and 2) how you may start and use a product or service *as we allow.*

ACH. Is an abbreviation for an automated clearing house *transaction*, which is an electronic credit to or debit from an account with us processed through an automated clearing house network.

Action. The word "*action*" and the phrases "*action on*," "*take action*" and "*take action on*" mean to start, confirm, maintain, review, change, add or terminate membership, accounts, loans, products or services with us *by any method we allow*.

Add. The words "add," "adding," "addition" and "additional" mean to *take action* to start and add a new account, product or service to the current products and services you have with us *by any method we allow*. For further information, please see Provision 18.

Agent. The word "agent" means a person designated in *our records* by an owner to *conduct transactions on* the accounts, products and services used by the owner. For further information, please see Provision 4.j.

AIF. Is an abbreviation for an attorney-in-fact of a power of attorney.

As We Offer. The phrases "as we offer" and "we offer" mean the products and services, and the methods (ways) you may access the products and services, we may provide. For further information, please see Provision 1.e.2).

Associate. The word "associate" and the phrases "associated person" and "associated organization" mean any person or organization employed or approved by us to assist us in any way with the business of the Credit Union.

ATM. Is an abbreviation for an Automated Teller Machine.

Attorney-in-Fact Owner. The phrase "attorney-in-fact owner" means an attorney-in-fact for a power of attorney who is named as an "attorney-in-fact owner" on a service form or *as we allow*. For further information, please see Provision 4.g.

Beneficiary. The word "beneficiary" and the phrase "payable on death (POD) payee" mean a person or organization designated to receive the funds upon the death of the owner (or the last owner) on an account. For further information, please see Provisions 4.a., b. and 28.b.

By Any Method We Allow. The phrases "*by any method we allow*," "*as we allow*" and "*we allow*" mean the ways you may start, consent to, access, *take actions, conduct transactions on* or use membership, accounts, loans, products and services with us in person, by phone, mail, ATM or online as we offer. For further information, please see Provision 2.j.

Change. The words "change," "changed," "changing," "revise," "revised," "revising," "update," "updated" and "updating" mean to *take action* to amend or modify any information, contract or matter pertaining to a person, account, product or service, or to add or remove a person to or from an account, product or service *as we allow*. For further information, please see Provision 18.

Check. The word "check" means a check, share draft or draft issued, negotiated, deposited, collected or presented in any physical or *electronic* format we recognize. For further information, please see Provisions 6., 7. and 16.

Close. The words "close," "closed" and "closing" mean to "terminate" an account, product, service or contract *as we allow*. Please see the definition of "Terminate."

Computer System. The phrase "*computer system*" means, but is not limited to, all hardware, software and technology we use to *electronically manage* any aspect of the Credit Union's business including your *actions* and *transactions on* membership, accounts, loans, products, services, information and *documents*. Our *computer system* is part of *our records*. For further information, please see Provision 2.f.

Conduct. The words "conduct," "conducts" and "conducting" mean your consent and 1) performance of a *transaction* to deposit or withdraw funds from, 2) access to information about, or 3) use of, a product or service *by any method we allow*. For further information, please see Provisions 2.j. and 5.

Consent. The words "consent," "agree," "authorize," "authorization" and "authorizing" mean your assent to (approval of) 1) the MSA and any contract as applicable, 2) any product or service, and 3) any *actions, transactions on* and use of membership, ac-

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counts, loans, products or services *by any method we allow*. For further information, please see Provision 2.c.

Contract. The words "contract" and "agreement" mean the MSA, any other contract or agreement that addresses membership, accounts, loans, products and services you have with us, and any changes or additions we make to the MSA, contract or agreement from time to time. For further information, please see Provision 1.e.2).

Costs. The words "cost" and "costs" mean all expenses, employee time, fees, charges, reimbursements, penalties, attorney or other professional fees, collection costs, losses, liabilities, physical damages, travel and related expenditures or litigation we incur addressing any matter involving you or the products and services you have with us.

Disclosures. The words "disclosure" and "disclosures" generally mean the explanatory information that addresses your rights under specific federal or state laws that we provide (or you may access) along with and/or separately from this Part 2, and are part of the MSA. Please review the right-hand column of the table of contents to see the disclosures included at the end of this Part 2 *document*.

Document. The words "*document*" or "*documents*" mean, but are not limited to, anything on paper or any *electronically-managed* copy, image, text, information, data, record and file we create or use to *manage* any aspect of the Credit Union's business including your *actions* and *transactions on* our products and services. An example of a typical *document* is a contract you authorize to start a product or service with us. Our *documents* are retained *in our records*. For further information, please see Provision 2.e.

Documentation. The word "documentation" means anything on paper or any *electronically-managed* copy, image, text, information, data, record and file that you offer to us (or we request) to perform due diligence or verify your authority to allow you to *take action* or *conduct a transaction on* a product or service. For further information, please see Provision 2.e.1).

EIN. Is an abbreviation for Employer Identification Number.

EFT. Is an abbreviation for electronic fund transfer, which is an electronic credit to or debit from an account with us. For further information, please see the "Electronic Funds Transfer Disclosure" at the end of this Part 2 of the MSA.

Electronic Funds Transfer Disclosure. Is the explanatory information we provide about your rights concerning EFT debits and credits to an account with us. Please see the "Electronic Funds Transfer Disclosure" at the end of this Part 2 of the MSA.

Electronically Manage. The phrases "*electronically manage*," "*electronically-managed*," "*electronic management*" and the words "*electronically"* and *"electronic"* mean the use of our *computer system* and technology to create, start, enter, obtain consent to copy, image, retain, provide, operate, conduct, execute, facilitate, secure, administer, maintain, support, service, assist with, change, add, update, collect on, terminate and protect any aspect of the Credit Union's business. This definition includes the *electronic management of* all your information, *documents*, *actions* and *transactions on* our products and services. For further information, please see Provision 2.f.1).

Enter. The words "enter," "entered," "entering," "note," "noted," "noting," "reflect," "reflected" and "reflecting" mean that we (or you *as we allow*) type, input or write your information in *documents* or our *computer system* that pertains to your *actions* and *transactions on* our products and services, which becomes part of and is retained in *our records*.

Fee. The words "fee" and "charge," and the phrase "service charge," mean an amount of money we require you to pay to partially cover the expense of when you use or incur a service with us. When the word "fee" is used in the MSA, it will typically be addressed in the "Rate and Fee Disclosure". For further information, please see Provision 9.

Fiduciary. The word "fiduciary" refers to a relationship where a person or organization has a responsibility to act for the benefit of another person, organization or purpose. For further information, please see Provisions 4.d. through k.

Fiduciary-Owner. The phrase "fiduciary-owner" means but is not limited to a person who is named as a fiduciary-owner on a service form or *as we allow*. For further information, please see Provisions 4.d. through i.

Funds Availability Disclosure. Is the explanatory information we provide about your rights concerning the availability of funds from deposits to an account with us. Please see the "Funds Availability Disclosure" at the end of this Part 2 of the MSA.

ID. Means current government issued photo identification.

Initiate. The words "initiate," "initiated" and "initiating" mean to "start" products or services *as we allow*. Please see the definition of "Start."

Internet Service. The phrases "internet service," "internet services," "e-commerce services" and "online services" mean our products and services that can be accessed and used through the internet as we offer, which are part of our *computer system*.

IRS. Is an abbreviation for the Internal Revenue Service.

Item. The word "item" means a promise or order to pay money in any form or medium we recognize.

Loan. The word "loan" means one of our lending products. Loans, along with membership and accounts, are one of the three primary categories of products at our Credit Union.

Maintain. The words "maintain," "maintaining" and "maintenance" mean your and our activities to keep the accounts, loans, products, services, *actions*, *transactions*, information and *documents* you have with us active, operational and current. For further information, please see Provision 11.

Manage. The words "*manage*," "*management*" and "*managing*" mean all our actions to create, start, enter, obtain consent to, copy, image, retain, organize, provide, operate, conduct, execute, facilitate, secure, administer, maintain, support, service, assist with, change, add, update, collect on, terminate and protect any aspect of the Credit Union's business. The definition of "*manage*" includes the *management* of all your information, *documents*, *actions* and *transactions on* our products and services. *Electronic management* (as defined in this Part 2) is one way in which we *manage* our business and the accounts, products and services you have with us. For further information, please see Provisions 2. and 11.

Member. The word "member" means a person who has met the requirements of membership and has joined our Credit Union. The privilege of membership, along with accounts and loans, is one of the three primary categories of products at our Credit Union. For further information, please see Provision 3.

Membership Share. The words "membership share" mean a specific amount of your money in an account that represents the required deposit to be a member and owner of our Credit Union.

Mobile Device. The phrase "mobile device" means any transportable equipment or technology that allows you to access the internet to *take actions*, *conduct transactions* or use the products and services as we offer.

MSA. Is an abbreviation for the Member Service Agreement.

Open. The words "open," "opened" and "opening" mean to "start" membership, accounts, products or services with us *as we allow*. Please see the definition of "Start."

Organization. The word "organization" means a business, association or other private or government entity whether formally organized and/or recognized under the law or not.

Original. The word "original" refers to the first *document* (such as a Part 1 or other form) we use to start new products and services.

Our Check. The phrase "our check" means our cashier's or teller's check that we write (issue) to people, organizations or you. For further information, please see Provisions 5.a., 6.e.,g.,n. and 25.

Our Records. The phrases "*our records*," "on file," "in our files" and the word "files" mean all *documents* and information we create, retain and use to *manage* any aspect of the Credit Union's business, including your information, *documents*, *actions* and *transactions on* our products and services. *Our records* are primarily contained in and comprised of our physical paper files and *computer system*. For further information, please see Provision 2.i.

Owner. The word "owner" means a person who may *take actions*, *conduct transactions* and use our accounts, products and services. An owner typically owns the funds in an account. For further information, please see Provisions 2.h., 3., 4., 11., 18. and 26.

Ownership and Survivorship Feature Information. The phrase "ownership and survivorship feature information" means the number and identity of owners on an account, and whether the funds in the account will ultimately go to a surviving owner, an owner's estate or a designated beneficiary(s)/POD payee(s), according to *our records*. For further information, please see Provisions 4., 13.a. and 28.

Part 1. The phrase "Part 1" means any service form, *document* and/or the information on paper or *electronically-managed* in our *computer system* used for any *action* or *transaction on* our products and services. For further information, please see Provision 2.e.

Part 2. The phrase "Part 2" means this *document*, which along with service forms, the information and *documents* in *our records* and other contracts as applicable, comprises the Member Service Agreement (MSA). This Part 2 contains a majority of the *terms* of the MSA. For further information, please see Provision 2.

Payable on Death Payee. The phrase "payable on death (POD) payee" and the word "beneficiary" mean a person or organization designated to receive the funds upon the death of the owner (or the last owner) on an account. For further information, please see Provisions 4.a., b. and 28.b.

PIN. Is an abbreviation for personal identification number. For further information, please see the "Electronic Funds Transfer Disclosure" at the end of this Part 2 of the MSA.

PDF. The acronym "PDF" is an abbreviation for Portable Document Format. It is a format we may use to *electronically manage* information and *documents* to address any aspect of the Credit Union's business including your *actions* and *transactions on* our products and services. For further information, please see Provision 2.f.2).

People and Person. The words "people" and "person" mean human beings.

POD payee. Is an abbreviation for a Payable on Death payee.

Privacy Notice Disclosure. Is the explanatory information we provide about your information we collect and retain in the ordinary course of the business of the Credit Union. Please see the "Privacy Notice" disclosure at the end of this Part 2 of the MSA.

Products and Services. The words "products" and "services" and the phrases "our products and services" and "the products and services" mean, but are not limited to, 1) our membership, savings and lending products, 2) our services we offer to access the products, and 3) our services we offer independent of the products. Accounts, loans and membership are the three primary categories of products at our Credit Union. For further information, please see Provision 2.l.

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Provision. The word "Provision" means the thirty (30) Provisions of this Part 2, which are listed in the table of contents. The Provisions of this Part 2 contain a majority of the *terms* of the MSA. For further information, please see Provision 2.b.

Rate and Fee Disclosure. Is the explanatory information we provide about the rates we pay on accounts and fees we may charge for services we offer. Please see the "Rate and Fee Disclosure", which is part of the MSA.

Reported SSN or EIN Name. The phrase "Reported SSN or EIN name" means the name that matches the SSN or EIN that dividends/interest are/is reported under on a service form or *as we allow*. For further information, please see Provisions 4.d. through i.

Revised. The words revise," "revised" and "revising" mean to "change" an account, product, service or contract *as we allow*. Please see the definition of "Change."

Section. The word "Section" refers to the six to ten Sections of the Part 1 service forms. Each Section number is located at the far right side of each Section on the Part 1s. If a Section number is missing it is because that Section appears on the Page 2 of the Part 1 form.

Service Form. The phrases "service form" and "Part 1" and the word "form" mean a *document* or the information on paper or *electronically-managed* in our *computer system* used for any *action* or *transaction on* our products and services. For further information, please see Provision 2.e.

SSN. Is an abbreviation for Social Security Number.

Start. The words "start," "starting," "open," "opened," "opening," "initiate" and "initiating" mean to *take action* to begin membership**,** accounts, loans, products or services *as we allow*. For further information, please see Provisions 2.j., 3. and 18.

Successor Trustee. The phrase "successor trustee" means a person named as a successor trustee of a trust who may act if the trustee(s) can no longer act on behalf of the trust. For further information, please see Provision 4.h.

Technology. The word "technology" means any hardware, software, equipment, instrumentation, system and solution (such as our *computer system*) that enables us to maintain and *manage* any aspect of the Credit Union's business, including your information, *documents*, *actions* and *transactions on* our products and services.

Terminate. The words "terminate" and "close" mean to *take action* to end and no longer use an account, product, service, contract or membership with us *as we allow*. For further information, please see Provisions 26. and 27.

Terms. The word "*terms*" means all the explanatory language of the MSA (which includes any service form, this Part 2 and the information and *documents* in *our records*), and any contract you have with us as applicable. A majority of the *terms* of the MSA are found in this Part 2. The *terms* of the MSA, like all our contracts, are designed to serve the best interests of the members of our Credit Union.

Through the Internet. The phrase "through the internet" and the word "online" mean the use of the internet to *take actions*, *conduct transactions* or use our products and services (which will typically be with the internet services we offer).

Transaction. The word "*transaction*" and the phrases "*transaction on*," "*conduct a transaction*," "*conduct a transaction on*" and "*conduct transactions on*" mean 1) any act, instruction, order or request to increase or decrease the balance of, or impose a lien or security interest on, the funds in an account, and 2) any request for or use of a product, service or information *by any method we allow*. The word "*transaction*" in this Part 2 may apply to a "loan" or obligation addressed in the MSA and other contract as applicable. The word "*transaction*" does not include any *action* to change, add or terminate an account, product or service. For further information, please see Provisions 2.j. and 5.

Trustee. The word "trustee" means a fiduciary of a revocable or irrevocable trust, who, like an owner, may *take actions*, *conduct transactions* and use accounts, products and services on behalf of the trust. For further information, please see Provision 4.h.

Use. The word "use" as applied to you means to *take action*, *conduct a transaction on* or in any way access or utilize our products and services. The word "use," as applied to us, means something we employ to *manage* the business of the Credit Union including your *actions* and *transactions on* our products and services.

Your Check. The phrase "your check" generally means a check you write to a payee drawn on an account with us. It also means a check drawn on another institution payable to you that you wish to deposit in an account with us or negotiate to us. For further information, please see Provisions 6., 7. and 16.

Your Information. The phrases "your information," "related information," "the information," "any information" and "all information" mean the information you provide to us that we use to *manage* any aspect of your *actions* and *transactions on* our products and services along with *documents* that we retain in *our records*. The definition "your information" includes all data, ID, pictures, photographs, images, film, recordings, voice recordings, fingerprints and other biometrics you share and we retain in *our records*. The definition does not include information that you do not communicate or deliver to us, but we obtain elsewhere. For further information, please see Provisions 2.d. and 13.

Your Number. The phrase "your number" means any number that we create and assign to an account, loan, product, service, membership or you, to *manage* any aspect of your information, *documents*, *actions* and *transactions on* our products and services. For further information, please see Provision 2.g.

e. Right to Rely on the Member Service Agreement (MSA)

When you join our Credit Union, attempt to *take action* or *conduct a transaction,* or ask us to act on any matter concerning the business of the Credit Union, you consent to the *terms* of the MSA. You acknowledge we offered you a paper copy of the Part 2 in person, and e-mailed it to your address (if provided) in *our records*. If we assisted you by phone, mail or through the internet, your consent acknowledges the Part 2 was accessible to you, and that we offered to mail you a paper copy of the Part 2 (please see Provision 3.g.).

You agree we may *electronically manage* your information, *documents* and consent (e.g., image or otherwise enter in our *computer system*)*,* and all accounts, loans, products or services you have with us. This allows us to protect all information, *documents,* products and services, achieve significant savings and provide excellent service to our members. For these same reasons, you understand and agree that once we have *electronically-managed* any paper *document* along with your information, we may also destroy the paper *document* and the information, unless otherwise required by law. You agree that along with all paper *documents* and any information*,* all *electronically-managed documents* and your information, in *our records* are binding on you and us. You understand that while we own all information and *documents* in *our records* that pertain to membership, accounts, loans, products and services you have with us, you may request to review and obtain a paper or *electronic* copy of a *document* or the information in *our records*, anytime we are open for business or as we offer. You also understand that you may *take action* to start, confirm, maintain, review, change, add or terminate membership, accounts, loans, products or services with us at any time *as we allow*.

You agree we may rely exclusively on the MSA, other contracts as applicable and *our records* (and any changes and additions we make to these contracts from time to time) to start, maintain and *manage* your *actions* and *transactions on* all the accounts, loans, products and services you have with us. Further, you understand that any changes and additions you make to the accounts, loans, products or services you have with us will also be governed by the MSA, other contracts as applicable, *our records* and any changes and additions we make to them from time to time.

1) Your Actions and Transactions Entered in Our Records. On your request and for your convenience, we may agree to assist you with any product, service, *action* and *transaction* by phone, mail, in person or online. To accomplish your request, we may enter the information in a *document* or our *computer system* without having you sign a paper *document as we allow*. This means your consent and membership, accounts, loans, products, services, *actions* and *transactions* will be *managed* with the assistance of our employees or the use of our *computer system by any method we allow*. You understand and agree that if we honor your request to assist you with any *action* or *transaction* by phone, mail, in person or online without a signed *document*, we will maintain and *manage* the requested membership, accounts, loans, products, services, *actions* and *transactions* as reflected in *our records*.

You also agree the *action* or *transaction* is governed by the MSA and any other contracts as applicable. For an account and its related services, this means you agree that the ownership and survivorship features of the account are governed by the ownership and survivorship features in *our records* (please see Provision 4.). You understand that if we *manage* your request without having you sign a paper *document*, we do so to provide you with excellent service and for your convenience to expedite the product, service, *action* or *transaction* you have requested. Should you have second thoughts and prefer we *manage* your request on paper or other method *we allow*, please let us know at your earliest opportunity. On your notification, we will be happy to provide you with a *document* for your signature or authorization, or find an alternative method for you to *take actions* or *conduct transactions on* accounts, loans, products or services with us. Finally, you understand that you may request to review, confirm, obtain, change, add or terminate any product, service, *action* or *transaction*, anytime we are open for business or *by any method we allow*. You may also request a paper or *electronically-managed* copy of your information or a *document* in *our records* from us anytime during business hours or *as we allow*.

2) Products and Services addressed by the MSA. In addition to our products and services addressed in the MSA, we may offer products and services not mentioned in the MSA, but that are covered by its *terms* and any other contract as applicable. If a contract for another product or service does not address a matter covered by the MSA, the *terms* of the MSA may apply to the matter. For example, if a contract for a product or service does not address whether that contract can be imaged (which is one method we may *electronically manage* a *document*) and that the image is binding on you and us, then we may *electronically manage* (image) and rely on that contract for the product or service as addressed in the *terms* of the MSA (please see Provisions 1.d. and e.). To provide members with excellent service and plan for future products and services, the MSA may address products and services currently not offered, which may be offered at a future date. Should you have any questions about the applicability of the MSA to a product or service, please contact us anytime we are open for business.

f. Obligation for Advice on Matters Involving You

To protect the Credit Union's interests, we may seek legal or other professional advice to address any matter concerning you or the products and services you have with us. We may seek such advice to assist you with products and services (e.g., review of any documentation you present, such as trusts, powers of attorney, etc.). We may also seek advice in connection with a person's, organization's or your claims or disputes regarding you or your information, funds, *actions* and *transactions on* products and services (e.g., subpoenas, summons, levies, garnishments, claims, court orders, etc.). If we obtain legal or other professional advice to address any matter concerning you or the products and services you have with us, you agree to pay all costs, including reasonable attorney fees, incurred for that assistance. You further agree we may deduct all costs for the assistance from the account(s) you have with us, and that you will be obligated for any additional amount owed. You understand and agree that since these

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costs are incurred because of you or the products and services you have with us, fairness dictates that you are responsible for these costs, rather than imposing the costs on the members of the Credit Union.

2. Product and Service Management Issues

a. Overview of this Provision

This Provision addresses a number of important matters that affect how we *manage* our products and services. The Provision begins with a description of the organization of this Part 2. It then explains how you may start and consent to products and services, and how we maintain and *manage* your information, *documents*, *actions* and *transactions on* our products and services, and retain them in *our records*. The Provision concludes with the methods you may use to *take actions* or *conduct transactions on* our products and services, along with an explanation of the products and services we may offer. These important *management* issues assist us in serving the best interests of our members.

b. Organization of this Part 2 of the MSA

This Part 2 is organized chronologically, starting with important information, definitions and *management* matters that you should know about the MSA. It then addresses membership and starting new products and services. The Part 2 thereafter explains how you may *conduct transactions on* and use our products and services, and how we maintain and *manage* them. It also describes how you or we may make changes and additions to products, services and the contracts that govern them. Finally, the Part 2 addresses product and service termination issues. Part 2 concludes with four (4) important disclosures that also affect our accounts, products and services: the "Electronic Funds Transfer Disclosure," Funds Availability Disclosure," "Privacy Notice" disclosure and "Rate and Fee Disclosure". Should you have questions about the organization of the Part 2, please contact us at your earliest convenience.

c. Consent to Membership, Products, Services and Contracts

You may consent to membership, a contract, an account, loan, product, service, *action* or *transaction by any method we allow*. You may also consent to another person *taking actions* or *conducting transactions on* the products and services you have with us as addressed the MSA. Your consent may be demonstrated by but is not limited to: 1) a signature, thumbprint, fingerprint, stamp, mark, facsimile signature or e-mail, 2) verbal confirmation in person, by phone, voice command, recorded message or conversation, 3) signing or using a signature pad, tablet, computer, device or mobile device, 4) using a debit card, credit card, ATM card, code, password, PIN, ATM, kiosk or shared branch, 5) a notation by our employee in *our records* as *we allow*, 6) entering the information in *our records* as we offer, 7) the receipt or accessibility of a statement, 8) *electronic* and/or digital signature or agreeing to an internet service we offer, and 9) the maintenance or use of, or allowing another person to use, a product or service. Please see the definition of "consent" in Provision 1.d.

d. Information Management for Products and Services

The information you communicate or deliver to us is crucial in providing you with excellent service and maintaining and *managing* all products and services. We may specifically use your information to *manage* your *actions and transactions on* our products and services that you have with us. You understand your information may be *managed* on paper or *electronically*. In either case, you may request to review or access your information anytime during business hours. Please see the definition of "your information" in Provision 1.d., and Provision 13.

e. Document Management for Products and Services

We use our *documents* to *manage* the business of the Credit Union in general, and your *actions and transactions on* the products and services you have with us in specific. Examples of our *documents* include any paper and *electronically-managed* service form (Part 1), form, application, loan form, note, contract, this Part 2, record, file, letter, disclosure, schedule, periodic statement, statement, check, item, receipt, information return, notice, warning, advisory, explanatory material, newsletter or anything else we create or use to *manage* the business of the Credit Union. You understand and agree that our *documents* that we create and/or use to *manage* our products and services and retain in *our records,* are binding on you and us. You also understand you may request to review or access a *document* anytime during business hours. Please see the definition of "*documents*" in Provision 1.d.

1) Documentation You Offer for Us to Perform Due Diligence. You may offer or we may request documentation to perform due diligence or verify your authority to allow you to *take action* or *conduct a transaction on* a product or service. Examples of documentation may include, but are not limited to, any paper or *electronically-managed* letters, trusts, powers of attorney, wills, estate papers, claims, court orders, legal instruments or anything you deliver or share with us concerning you or your *actions* or *transactions on* products and services. You understand and agree that when you provide documentation, which we may retain in *our records* for due diligence purposes, it is not binding on us unless otherwise required by law. Please see the definition of "documentation" in Provision 1.d.

f. Our Computer System to Manage Credit Union Business

Our *computer system* is vital to provide you with excellent service and maintain and *manage* all the products and services you have with us. Our *computer system* may include, but is not limited to, our data processing system, phone system, website, internet services, kiosks, ATMs, Credit Union "member use only" provided computers, tablets and mobile devices, networks, backup data storage systems, offsite data archival systems, all data, software and applications retained and utilized in the cloud, and any other software, equipment, instrumentation, solution or technology that we use now or in the future. The information and *documents managed* in our *computer system* are part of *our records*. Please see the definition of "*computer system*" in Provision 1.d.

1) Electronic Management of Credit Union Business. We may use our *computer system* to *electronically manage* any aspect of the business of the Credit Union, which includes all your information, *documents*, *actions and transactions on* our products and services. You understand you may request to review or have a copy of *electronically-managed* information or *documents* in *our records* anytime we are open for business. Please see the definition of "*electronic management*" in Provision 1.d.

2) Information and Documents may be accessible in PDF. For your convenience, to assure accuracy and security, and to reduce costs for our members, we may *electronically manage* any information or *documents* in a Portable Document Format (PDF). PDFs may be accessible on our website, in the internet services we offer and as attachments to e-mails. To open, review, print, download, save and read a PDF *document* you will need to download a PDF display application, such as Adobe Reader, to your computer, mobile device or other technology. As of the date of the MSA, Adobe Reader is accessible at no charge from Adobe.com at "Download." You understand you may also request to access any information or *documents* on paper during business hours. Please contact us and we will be happy to assist you. Please see the definition of "PDF" in Provision 1.d.

g. Your Number for Membership, Products and Services

Your number is extremely important to provide you with excellent service and maintain and *manage* all the products and services you have with us. We may create your number on paper and/or *electronically* with our *computer system*. We may refer to your number as an "account number," "member number" or "membership number" in communications or when referencing *our records*. The phrase "your number" may also refer to a "subaccount number," which is a secondary number we assign that is organized under your number ("your subaccount number"). We may use a subaccount number to *manage* your *actions and transactions on* our products and services. Should you have any questions about your number, please contact us at your earliest convenience. Please see the definition of "your number" in Provision 1.d.

h. Management of Accounts, Products, Services & Numbers

You understand that while you have the privilege to start, use and maintain an account we offer, we *manage* the privilege to have an account at the Credit Union. You also understand and agree that for business, compliance and risk management purposes we may change, suspend or terminate an account (and if applicable subaccounts), and reimburse the funds to you as needed. We may decline to re-start an account (or subaccount) at our discretion. You further agree we *manage* the privilege to use our products and services and may change, suspend or terminate this privilege, as needed and at our discretion, as addressed in the MSA and other contracts as applicable, unless otherwise required by law. Finally you agree we *manage* your number(s) for business and compliance purposes, and may change or terminate your number(s) (or "subaccount" numbers) as needed and at our discretion.

i. Our Records are Used for All Business Purposes

We create and use *our records* to *manage* the business of the Credit Union in general, and your *actions and transactions on* the products and services you have with us in specific. *Our records* are comprised of all information and *documents* retained 1) on paper in physical files, 2) *electronically* in our *computer system,* or 3) in any other solution or technology we use to *manage our records*. To protect all information and *documents*, achieve cost savings and for the convenience of our members, we may *electronically manage* most of *our records*. For these same reasons, ultimately all of *our records* may be *electronically-managed*, unless otherwise required by law. You may request to review or obtain your information or a *document* in *our records* anytime we are open for business. Please see the definition of "*our records*" in Provision 1.d.

j. Methods to Take Actions and Conduct Transactions

You may *take actions*, *conduct transactions on* and use our products and services *by any method we allow*. Specifically, the ways you may access, *take actions*, *conduct transactions on* and use our products and services may include, but are not limited to, 1) in person, by phone, mail, facsimile, e-mail, drive through window, night deposit or drop box (or lock box), 2) through the use of a debit card, credit card, ATM card, code, password, PIN, check, signature pad or device, ATM, kiosk, shared branch or any product or service, and 3) through the internet with a computer, tablet, phone, device, mobile device or other technology. An *action* or *transaction* conducted *by any method we allow* is valid no matter what method *we allow* you to use. Please see the definitions of "*action*," "*by any method we allow*" and "conduct" in Provision 1.d.

k. The Title of Products and Services You Have with Us

The products and services you have with us are generally titled on our *documents* and in our *computer system* so the name used on the product or service (typically your name) matches the SSN and EIN certified. This allows us to maintain and *manage* the product or service in *our records* for you and satisfy reporting requirements. Due to these maintenance, *management* and reporting requirements, the information and *documents* that are accessible to you may not contain the full or exact title you might prefer. However, on your request, we often can include a description or legal title on a *document* or in *our records* that explains the purpose of and/or person(s) who may use a product or service.

l. Our Exclusive and Beneficial Products and Services

To be entitled to use and enjoy all our financial products and services, a person must first be eligible for the privilege of being a member of our Credit Union (our first product). As a member, you may request the exclusive products and services we offer that generally come under one of two categories: our savings products and services, and our lending products and services. Both are valued by our members for their rates and our excellent service. However, we may also offer other beneficial financial products and services in addition to our traditional savings and lending solu-

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tions. Examples of products include membership, accounts and loans as we offer. Examples of services include teller assistance, phone assistance, *transactions* and safe deposit boxes, which typically require use of our premises, employees or *computer system* in order to provide the service to you. Please see the definition of "products and services" in Provision 1.d.

1) The Products and Services We Offer. Please see our "Our Products and Services" for a comprehensive summary of all our beneficial products and services.

2) The Business Products and Services We Offer. Your business and organization products and services will be started, maintained and managed according to the Business Service Agreement (BSA).

m. The Length of this Part 2 of the MSA
To assure excellent service, comprehensive information, and to proactively answer your questions about our products, services and Credit Union, we provide this Part 2. It is lengthy 1) because of the numerous legal, operational and practical matters that affect membership, accounts, loans, products and services, and 2) because it is important to explain why everything we do at our Credit Union is in the best interests of the members. Should you have questions about any matter addressed in the MSA, please contact us during business hours and we will be happy to assist you.

3. Starting Membership, Products and Services

All of our members together own our Credit Union. The Provisions of the MSA are intended to serve the best interests of our members.

a. Requirements to Start Membership with Us
To become a member of our Credit Union you must be in our field of membership and meet all the requirements for eligibility. Please understand that membership is a privilege and not a right, and is granted to you by our Credit Union on the condition you observe all applicable laws, regulations, the MSA and all other contracts, obligations and responsibilities with us.

b. Your Identification, SSN or EIN and Backup Withholding
To join our Credit Union we may require your full current name, the physical address of your residence or business (and, if different, your mailing address), and your phone number, birthdate, employer and occupation. We may also require your current government issued photo identification and a Social Security Number (SSN) or Employer Identification Number (EIN). For IRS reporting purposes you may need to certify the SSN or EIN matches the name and address provided, and indicate if you are subject to backup withholding. Your delivery, review and certification of this information may be required for membership, products or services. For your and our protection and to fulfill our due diligence responsibilities, you may need to obtain an EIN for an account, product or service relationship you wish to start that is not for your personal use. We may also request your mother's maiden name, the creation of a password and fulfill other identification and information requirements in order to *take actions* or *conduct transactions on* our products and services (please see Provision 5.a.).

To provide you with excellent service, for your convenience and for your and our protection, you agree we may photograph you and retain a copy or image of your current government issued photo identification (hereafter referred to as ID) to identity you for products and services. We may request to see your current government issued military issued photo identification (and though we will not image or copy it, we may enter the information in *our records*). We may also require other current government ID (such as your driver's license or passport) that can be copied or imaged along with entering the information from your military ID. At our discretion, we may only ask for your non-government ID (employer-created ID) and information to start products and services with us, though we may later require current government ID and information to start additional products and services. We may also permit people under the age of sixteen to be identified by family members or legal guardians in order to use our products and services. If our copy or image of your ID (or other identification) is expired, to continue to serve you, for your convenience and for your and our protection, you agree we may obtain a copy or image of your current ID. If the IRS notifies us of a discrepancy with the name, SSN, EIN or information in *our records*, you may be subject to backup withholding, requiring us to withhold and pay a portion of dividends, interest or other payments to the IRS.

When you join our Credit Union and start products and services, we may require you to sign or authorize a service form to assist us in *managing* the products and services you have with us. We may note the original use of the form by placing an "O" (for original) in a box on the form. Alternatively, on your request we may agree to start, obtain your consent to and *manage* membership, products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.e.1)). You agree for purposes of accuracy that we may subsequently verify and correct, complete or update your information in *our records*. You understand and agree that to provide excellent service and for your and our protection, we may photograph, film and retain all pictures, photographs, film, likenesses or images of any person (including you) who enters or uses our (or an associate's) premises, facility, location or service solution. Additionally, to provide excellent service, for training and quality assurance purposes and for your and our protection, you agree we may record and retain all conversations with you and anyone who contacts, calls and/or leaves us messages *by any method we allow*. You agree we may obtain, retain and use all ID, pictures, photographs, images, film, recordings, voice recordings, fingerprints and other biometrics of you with our *computer system* or other technology to identify you and *manage* any product, service, *action* or *transaction* addressed by the MSA or other contract as applicable. Finally you agree we may obtain, retain, maintain and *manage* all ID, photographs, images, film, recordings, voice recordings, fingerprints and other biometrics of you in *our records*.

c. Your Authorization for Us to Obtain Information
You agree we may review your account, employment and credit history, which includes obtaining reports from third parties and credit reporting agencies, to confirm your eligibility for membership, accounts, loans, products and services we may offer. To provide you with excellent service, for your convenience and your and our protection, we may request additional information to assist you with any currency needs for the accounts, loans, products and services you may request.

d. Your Family can be Members with Us Too!
Since you are a member of our Credit Union, generally your immediate family can become members too, and enjoy the privileges of our products and services. Please see our website or contact us during business hours to learn how your family members, friends and fellow employees can join our Credit Union.

e. Starting Membership, Products and Services Online
We may offer an internet service that allows you to join our Credit Union and start products and services with us online. This internet service is governed by any contract you agree to online, the MSA, all other contracts as applicable and *our records*. Should you have any questions about this service, please contact us at your earliest convenience.

f. Starting Membership, Products and Services by Mail
On your request and for your convenience, we may at our sole discretion mail *documents* with your information to you to join our Credit Union and start products and services with us. We do not advise mailing your confidential information since it exposes you to numerous problems (ID theft, fraudulent *transactions*, etc.). We recommend you come to our Credit Union at your convenience (or use an internet service we offer) to start membership, products and services with us. In fairness to the members, if you request us to mail your information, you agree to take responsibility for all problems and losses that result from theft and/or unauthorized use of your information. Please contact us during business hours for any questions about starting membership by mail.

g. Starting Membership, Products & Providing the Part 2
When you join our Credit Union we will first review a number of important matters about membership, products, services and the MSA (please see Provision 3.h.). Thereafter we (or you) may complete a service form (which we may require to be notarized) and/or enter your information in *our records* according to your instructions to start the products and services you have requested. Once you have reviewed your information, you will consent to the *terms* of the MSA and to the products and services. If we assist you in person we will offer you a paper Part 2, and e-mail it to your address (if provided) in *our records*. If we assist you by phone, mail or through the internet, we will make the Part 2 accessible to you *by any method we allow*, or offer to mail you a paper Part 2. We will always ask (or advise you to ask) if you have questions about any matter addressed in the MSA, and encourage you to contact us during business hours for help with any product or service. Finally, we will remind you that you can always access a current Part 2 and disclosures on our website, and may contact us about the information or *documents* in *our records* anytime we are open for business.

h. Matters We Address when You become a Member
When you join our Credit Union we: 1) verify your ID and eligibility for membership, 2) may obtain relevant account, employment and credit reports as needed, 3) review important information about membership, products, services, privileges and responsibilities, 4) review and start the accounts, products and services requested, 5) enter and review the information (including the ownership and survivorship features of any account, if applicable) in a form or our *computer system* with you, 6) offer you a paper Part 2 (or offer to mail it to you), e-mail you the Part 2 (if we have an address on file), and make the Part 2 accessible to you on our website or in an internet service we offer, 7) run all required verifications and reviews, and address all applicable compliance requirements, 8) have you consent to membership, products, services and the MSA *as we allow*, 9) ask you (or advise you to ask) if you have any questions and encourage you to contact us during business hours about any matter pertaining to our products and services, *and* 10) remind you that you may always access a current Part 2 and disclosures on our website, and contact us about the information or *documents* in *our records* anytime we are open for business.

i. Non-Member Owners on Accounts, Products and Services
On your request, you may place one or more non-member owners on the accounts, products and services you have with us. An owner who would like to become a member of our Credit Union may need to apply and meet all the requirements of membership. We are happy to assist with this simple process during business hours (which may also be accomplished online as we offer). If there is no member on an account, we may terminate and pay the balance of funds in the account (as of the date of termination) to any owner.

j. Denial of the Privilege of Membership
We may deny the privilege of membership to a person for any reason not prohibited by law, including: 1) ineligibility for membership, 2) failure to provide required ID or information, 3) information from a third-party report, 4) any lost or stolen check, card or access device, 5) overuse of *actions* on products or services, 6) a breach of or unauthorized access to a product or service, 7) business or compliance purposes, 8) to stop or prevent a loss, 9) the appearance of lack of capacity or victim of undue influence, 10) failure to comply with any *term* of a contract, 11) failure to use products or services to justify membership, 12) inactive or abandoned products or services, 13) chronic dissatisfaction with us, 14) disparaging our reputation, 15) default on any obligation, 16) causing us a loss, 17) not voluntarily repaying a loss, 18) previous expulsion, 19) anything unethical or unlawful concerning our business, 20) any alteration, forgery or fraud concerning our business, 21) any falsification or misrepresentation concerning our busi-

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ness, 22) any alleged crime concerning our business, 23) abuse of or threats to anyone associated with us, or 24) any other reason we believe is appropriate to *manage* the business of our Credit Union.

k. Also Please Review the Four Important Disclosures

By way of reminder, we recommend you also review the "Electronic Funds Transfer Disclosure," Funds Availability Disclosure," "Rate and Fee Disclosure" and "Privacy Notice" disclosure. These disclosures have specific application to this Provision as well as a number of other matters throughout the MSA. Most of these disclosures are found at the end of this Part 2, and are accessible to you separately from the Part 2 on our website or upon request from us.

4. Account Ownership and Survivorship Features

When you start an account, you acknowledge that we have explained and you have selected the ownership and survivorship features for that account as reflected in *our records*. You may start an account by yourself, referred to as a "one owner account," or with another person or persons, referred to as a "multiple owner account." You may also start an account as a trustee, custodian, representative payee, VA fiduciary, attorney-in-fact, estate representative, guardian, conservator or other fiduciary, as addressed in Provisions 4.d. through 4.i. You understand that it is your responsibility, and not our responsibility, to assure that the ownership and survivorship features of the account(s) you have with us coincide with your financial and estate planning needs. Because you are in control of the ownership and survivorship features of the account(s) with us, you irrevocably waive the right to dispose of the funds in the account(s) with us by will (please see Provision 29.).

The Ownership and Survivorship features of the accounts you have with us are governed by the ownership and survivorship features that we have input into *our records* according to your instructions.

a. One Owner Accounts with Us

A one owner account is a savings, checking or term (certificate) account started and used by you alone, where typically you maintain and own the funds in the account. As an owner you may *conduct transactions on* and *take actions* to start, confirm, maintain, review, change, add and terminate the account, products and services. On your death, the funds in the account will go to your estate and may be claimed by a representative of your estate or other claimant authorized by law. You understand that it is your responsibility (and not our responsibility) to inform a representative of your estate about any account with us. Alternatively, you may designate a person or organization as a beneficiary/Payable on Death payee (POD payee) on an account with us as reflected in *our records*. In that case, on your death, the beneficiary/POD payee may claim the funds in the account upon presenting proof of death and ID. If the beneficiary/POD payee on an account dies before you, upon your death the funds in the account will go to the deceased beneficiary's/POD payee's estate. The deceased beneficiary's/POD payee's estate may also claim the funds in the account if the beneficiary/POD payee dies after you but before receiving funds in the account. If you designate more than one beneficiary/POD payee on the account, on your death each beneficiary/POD payee may claim her or his (or its) equal share of the funds in the account by presenting proof of death of the owner and the beneficiary's/POD payee's ID. Each beneficiary's/POD payee's share of the funds in the account will be determined by dividing the amount of the funds in the account by the number of beneficiaries/POD payees designated on the account. If a beneficiary/POD payee on an account with multiple beneficiaries/POD payees dies before you, on your death the deceased beneficiary's/POD payee's share of the funds in the account will go to her or his estate and not to any other beneficiary/POD payee on the account. The deceased beneficiary's/POD payee's estate may also claim the deceased beneficiary's/POD payee's share of the funds in the account if the beneficiary/POD payee dies after you but before receiving her or his share of the funds in the account. You understand that it is your responsibility (and not our responsibility) to inform a person or organization that he, she or it is a beneficiary/POD payee on any account with us. If a beneficiary/POD payee on an account dies before you, it is also your responsibility to notify us and change the account if you desire to do so.

As an owner you may maintain and *take actions* and *conduct transactions on* the account, products and services *as we allow*. You may also add an additional owner (or owners) to a one owner account. However, once you add an additional owner (or owners) to an account, that account becomes a multiple owner account (please see Provision 4.b.). Finally, for any obligation owed to us, our rights take priority over all other claims to the funds in an account unless otherwise required by law (please see Provisions 19. and 22.).

b. Multiple Owner Accounts with Us

A multiple owner account is a savings, checking or term (certificate) account started, maintained and used by two or more owners who together own the funds in the account. Multiple account owners have equal rights to *take actions* and *conduct transactions on* the account, products or services. These rights allow each owner alone to start, confirm, maintain, review, change, add, terminate and *conduct transactions on* the multiple owned accounts, products or services on behalf of all owners for any purpose. This includes an owner withdrawing funds, terminating and adding new accounts, products or services on behalf of all other owners. Each owner owns the funds in a multiple owner account with right of survivorship. This means that when one owner dies, her or his interest in the account and the funds in the account are owned by the surviving owner or owners on the account. On the death of the final owner on the account, the funds in the account belong to that owner's estate and may be claimed by the representative of that owner's estate or other claimant authorized by law. You understand that it is your responsibility (and not our responsibility) to inform a representative of your estate about any account with us. If an owner on the account dies before you, it is also your responsibility to notify us and change the account. Alternatively, you may designate a person or organization as a beneficiary/Payable on Death payee (POD payee) on a multiple owner account as reflected in *our records*. On the final owner's death, the beneficiary/POD payee may claim the funds in the account on presenting proof of death of all owners and the beneficiary's/POD payee's ID. If the beneficiary/POD payee on the multiple owner account dies before the last owner is deceased, on the last owner's death the funds in the account will go to the deceased beneficiary's/POD payee's estate. The deceased beneficiary's/POD payee's estate may also claim the funds in the account if the beneficiary/POD payee dies after the last owner on the multiple owner account dies but before receiving funds in the account. If you as multiple owners designate more than one beneficiary/POD payee on the account (i.e., a multiple owner account with multiple beneficiaries/POD payees), on the death of the final owner on the account each beneficiary/POD payee may claim her or his (or its) equal share of the funds in the account by presenting proof of death of all the owners and the beneficiary's/POD payee's ID. Each beneficiary's/POD payee's share of the funds in the account will be determined by dividing the amount of the funds in the account by the number of beneficiaries/POD payees designated on the account. If a beneficiary/POD payee on the account with multiple beneficiaries/POD payees dies before the last owner is deceased, on the last owner's death the deceased beneficiary's/POD payee's share of the funds in the account will go to her or his estate and not to any other beneficiary/POD payee on the account. The deceased beneficiary's/POD payee's estate may also claim the deceased beneficiary's/POD payee's share of the funds in the account if the beneficiary/POD payee dies after the last owner on the account is deceased, but before receiving her or his share of the funds in the account. You understand that it is your responsibility (and not our responsibility) to inform a person or organization that he, she or it is a beneficiary/POD payee on any account with us. If a beneficiary/POD payee on an account dies before you, it is also your responsibility to notify us and change the account if you desire to do so. **Please be aware that your beneficiary/POD payee designations for checking and savings accounts do not apply to any retirement account or account life savings insurance, which have separate beneficiary designations.**

You understand and agree that any owner may sign the signature of any other owner on the account and guarantees the signature or authorization of the owners for all *actions* and *transactions on* the account, products or services. You also agree we may permit an owner to deposit checks payable to any other owner in the account, with or without the endorsement of the other owner. Furthermore, by maintaining the multiple owner account, you consent to any *actions* or *transactions on* accounts, products and services by any other owner. While any owner may initiate, change, add, close or terminate the account and/or a service acting alone, we may require all owners to consent in writing to the addition of any owner to the account. Owner 1 may remove an owner from the account. Any owner acting alone may remove themselves from the account. All owners agree we have no duty to notify the owners of any *actions* or *transactions* by an owner acting alone. If you request us to designate a person as an owner by entering the owner's information in *our records* without signing or authorizing a form, you agree this person is an owner. You further agree this person may subsequently sign or authorize a form as an owner. All owners, alone and together, are responsible for any fees, costs, losses or liabilities incurred for any *action* or *transaction on* an account, product or service, regardless of which owner conducted or benefited from the *action* or *transaction*. If any owner owes us money for any reason, we may enforce our rights against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account. You agree that a security interest granted by one owner, trustee, fiduciary-owner or fiduciary of an account will continue to secure that owner's, trust's, fiduciary-owner's or fiduciary's obligation to us even after that person dies. Finally, for any obligation owed to us, our rights take priority over all other claims to the funds in an account unless otherwise required by law (please see Provisions 19. and 22.).

c. Accounts for or with People under 18 Years of Age

A person under eighteen (18) years of age may be an owner and start, use and maintain accounts, products and services with us *as we allow*. The owner may *take actions* and *conduct transactions on* the accounts, products and services, and agrees to the *terms* of the MSA. We may require an owner under eighteen years of age to have another owner on the accounts, products or services who is at least eighteen years of age or older. All owners on the multiple owner account agree to be responsible to us, alone and together, for any *actions* and *transactions on* the accounts, products and services (please see Provision 4.b.).

d. Accounts by Custodians under the UTTMA

You may start, use and maintain an account and related products and services to hold the funds of a minor (a person less than twenty-one (21) years of age) under a state's Uniform Transfers to Minors Act. The account is a one custodian account used by you alone (unless multiple custodians are allowed by state law). You as the custodian are the owner on the account, in which you hold the funds for the exclusive benefit of the minor. Though dividends/interest are reported under the minor's name and SSN, you are the only person who may *take actions* and *conduct transactions on* the account, products and services. If you wish to designate a successor custodian on the account, you may ask us to include that person's name in *our records*. The successor custodian may claim the funds in the account in the event of your death or inability to serve. When the minor reaches twenty-one (21) years of age, it is your responsibility (and not our responsibility) to pay the funds in the account to the minor. You, as custodian, will still be the only owner on the account.

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e. Accounts by Representative Payees for SS Beneficiaries
You may start, use and maintain an account and related products and services as a "representative payee" for a "Social Security beneficiary." We may require you to provide ID and documentation confirming your authority to act as a representative payee before starting the account. We may keep a copy of the documentation designating you as a representative payee for initial due diligence purposes. However, you agree that once you start and consent to the account, products and services, we may thereafter rely exclusively on the MSA.

You as a representative payee are the owner on the account in which you hold the funds for the sole benefit of the Social Security beneficiary. Though dividends/interest are reported under the beneficiary's name and SSN, you are the only person who may *take actions* and *conduct transactions on* the account, products and services. If we receive notice of a replacement representative payee (which we may require to be in writing) and decide to rely on the notice, you agree we may change the account for the replacement representative payee according to the notice, as reflected in *our records*. Alternatively, if we decide to rely on the notice, you agree we may terminate the account and issue a check to the representative payee in the name of the Social Security beneficiary. Finally, you agree to be responsible for legal advice we require to assist with or that results from any matter concerning the accounts, products or services for a representative payee (please see Provision 1.f.).

f. Accounts by VA Fiduciaries for VA Beneficiaries
You may start, use and maintain an account and related products and services as a Veteran's Administration fiduciary (VA fiduciary) for a Veteran's Administration beneficiary (VA beneficiary). We may require you to provide ID and documentation confirming your authority to act as a VA fiduciary before starting the account. We may keep a copy of the documentation designating you as a VA fiduciary for initial due diligence purposes. However, you agree that once you start and consent to the account, products and services, we may thereafter rely exclusively on the MSA.

You as a VA fiduciary are the owner on the account in which you hold the funds for the sole benefit of the VA beneficiary. While dividends/interest are reported under the VA beneficiary's name and SSN, you are the only person who may *take actions* and *conduct transactions on* the account, products and services. If we receive notice of a replacement VA fiduciary (which we may require to be in writing) and decide to rely on the notice, you agree we may change the account for the replacement VA fiduciary according to the notice, as reflected in *our records*. Alternatively, if we decide to rely on the notice you agree we may terminate the account and issue a check to the VA fiduciary in the name of the VA beneficiary. Finally, you agree to be responsible for legal advice we require to assist with or that results from any matter concerning the accounts, products or services for a VA fiduciary (please see Provision 1.f.).

g. Powers of Attorney & Accounts, Products and Services
If you give a person power of attorney to act as your attorney-in-fact, we may require that person to prove her or his ID and the validity and applicability of the power of attorney, before allowing the attorney-in-fact (hereafter referred to as the AIF) to *take actions* or *conduct transactions on* the accounts, products or services you have with us. You agree that we may *manage* the relationship with your AIF by placing her or him (or them) on the accounts, products and services you have with us as an "attorney-in-fact owner" with a service form or in *our records.* We may also *manage* the relationship with your AIF *by any method we allow* in a manner we deem appropriate.

Your AIF and you agree that your AIF and you (and not us) are solely responsible for monitoring and fulfilling the duties and responsibilities of the power of attorney. We may keep a copy of the power of attorney documentation for initial due diligence purposes. However, you agree that once your AIF or you start and consent to the MSA, we may thereafter refer to and rely exclusively on the MSA. Both your AIF and you agree to indemnify, defend, and hold us harmless from any loss, damage, claim or liability that occurs as a result of our reliance on the power of attorney. Your AIF and you further agree we may require your AIF to sign or authorize a *document* acknowledging and confirming this obligation. Because your AIF legally acts for you, we may require your AIF to sign or authorize a form as an "attorney-in-fact owner" or authorize the "attorney-in-fact owner" relationship by entering the information in *our records*: this gives your AIF the rights of an owner on the accounts, products and services you have with us. You understand that your AIF's authority to *take actions* and *conduct transactions* for you will continue until we receive notice of your death or that you terminated your AIF's authority, and we have a reasonable opportunity to act on that notice. Therefore, once we choose to honor your power of attorney, it is your AIF's and/or your responsibility to notify us if you terminate the AIF's authority to *take actions* and *conduct transactions on* the accounts, products or services, and your AIF's responsibility to notify us of your death.

If we receive notice that you have died or terminated your AIF's authority to *take actions* and *conduct transactions* (which we may require to be in writing), you agree we may terminate your AIF's authority on the accounts, products and services, and may continue to rely on *our records* thereafter. If we allow your AIF to *take actions* or *conduct transactions* as an "attorney-in-fact owner," the survivorship features of the accounts you have with us will not apply to your AIF. If your AIF or you request us to allow your AIF to *take actions* or *conduct transactions* by entering the information in *our records* or *as we allow* without signing or authorizing a form or indemnification and hold harmless agreement, your AIF consents to the MSA and may *take actions* or *conduct transactions on* the accounts, products or services. Additionally, you agree that your AIF may subsequently sign or authorize a form or indemnification and hold harmless agreement, as we require.

You understand that your AIF may remove her or himself from the accounts, products and services you have with us, and that we have no duty to notify you of that removal. If an AIF decides to remove her or himself from the accounts, products and services, we may require her or him to notify us in writing or sign or authorize a form. An AIF's removal from the accounts, products and services, does not relieve the AIF from any responsibilities, obligations or liabilities for *actions* taken and *transactions* conducted as an AIF. Finally, you agree to be responsible for legal advice we require to assist with or that results from any matter concerning your power of attorney (please see Provision 1.f.). Alternatively, we may refuse to recognize the authority of a person with a power of attorney, if we determine that we cannot reasonably rely on the power of attorney, unless otherwise required by law.

h. Accounts that Hold the Funds of a Trust
You may start, use and maintain accounts, products and services to hold the funds of a trust. If you do so, you may be named as a trustee on a service form or in *our records*. You agree it is your responsibility as a trustee (and not our responsibility) to administer the accounts, products, services and funds according to the terms of the trust. You further agree that we are only providing you with accounts, products and services and are not assisting you with or advising you about the trust. For IRS reporting purposes, the name that appears first on a form or that is entered in *our records* generally must match the SSN or EIN that you certify on behalf of the trust. However, on your request, we may be able to write the full name of the trust on a form or in *our records* to explain the purpose and/or the ownership of an account, loan, product or service.

If you are the only trustee on an account, you have the same rights and responsibilities as an owner to *take actions* and *conduct transactions on* the account, products and services (please see Provision 4.a.). If two or more trustees are on an account, you have the same rights and responsibilities as an owner on a multiple owner account to *take actions* and *conduct transactions on* the account, products and services (please see Provision 4.b.). For all trustees' convenience, each trustee on a multiple trustee account agrees that any trustee acting alone may *take actions* and *conduct transactions on* accounts, products and services for all trustees on the accounts, products and services. By maintaining the multiple trustee account, you consent to any later *actions* or *transactions on* accounts, products and services by any other trustee. While any trustee may initiate, change, add, close or terminate the account and/or a service acting alone, we may require all trustees to consent in writing to the addition of any trustee to the account. Trustee 1 may remove a trustee from the account. Any trustee acting alone may remove themselves from the account. All trustees agree we have no duty to notify the trustees of any *actions* or *transactions* by a trustee acting alone. If you request us to designate a person as a trustee by entering the trustee's information in *our records* or *as we allow* without signing or authorizing a form, you agree this person is a trustee. You further agree this person may subsequently sign or authorize a form as a trustee. If you wish to name a successor trustee we can note that information in *our records* as well. A successor trustee may *take actions* and *conduct transactions* upon delivering proof satisfactory to us of her or his authority and succession to act as the current trustee of the trust. Until such proof is delivered and verified by us, a successor trustee has no rights to the account or to the funds held in the account.

We may keep a copy of the trust documentation for initial due diligence purposes. However, you agree that once you start and consent to the account, products, services and the MSA, we may thereafter refer to and rely exclusively on the MSA. By starting an account, loan, product or service for the trust all persons or organizations associated in any way with the trust (i.e., all grantors, trustees, successor trustees, and beneficiaries) agree to indemnify, defend us against and hold us harmless from any loss, damage, claim or liability that results from any *actions* or *transactions on* the accounts, loans, products or services for the trust. You understand we may require any person or organization associated with the trust to sign or authorize an indemnification and hold harmless agreement along with his, her or its consent to the MSA. We may require you to prove your authority to negotiate a check payable to a trust before taking it for deposit, and may require you to deposit the check into an account for the trust. Finally, you agree to be responsible for legal advice we require to assist with or that results from any matter concerning the trust (please see Provision 1.f.).

i. Accounts for Fiduciary Purposes
You may start, use and maintain accounts, products and services to hold the funds of an estate, memorial, guardianship, conservatorship, fund or other fiduciary, legal or court ordered purpose with us (referred to in this Provision as the "fiduciary purpose"). You may be named as a fiduciary-owner on the accounts, products and services on a service form or in *our records*. You agree that it is your responsibility as the fiduciary-owner or fiduciary (and not our responsibility) to administer the accounts, products and services and funds for the fiduciary purpose. You further agree that we are only providing you with accounts, products and services for and are not assisting you with or advising you about the fiduciary purpose. For IRS reporting purposes, the name that appears first on a form or that is entered in *our records* generally must match the SSN or EIN that you certify on behalf of the fiduciary purpose. However, on your request, we may be able to write the full name of the fiduciary purpose on a form or in *our records* to explain the purpose and/or the ownership of an account, loan, product or service. To start the accounts, products and services, we may require and review a copy of the documentation addressing the fiduciary purpose, and your ID and authority to act as a fiduciary for that purpose. You agree that you, as the fiduciary-owner on the accounts, products and services, are fully responsible for fulfilling the duties and responsibilities of the fiduciary purpose. We may keep a copy of the documentation designating you as a fiduciary for initial due diligence purposes. However, you agree that once you start and consent to the account, products, services and the MSA, we may thereafter refer to and rely exclusively on the MSA. If you are the only fiduciary on an account, you have the same rights and responsibilities as an owner to *take actions* and *conduct transactions on* the account, products and services (please see Provision 4.a.). If two or more fiduci-

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aries are on an account, you have the same rights and responsibilities as an owner on a multiple owner account to *take actions* and *conduct transactions on* the account, products and services (please see Provision 4.b.).Your authority to transact business with us as the fiduciary-owner or as a fiduciary will remain in full force until we receive lawful notice otherwise. You, as the fiduciary-owner or fiduciary, must notify us of any change to the fiduciary purpose that affects the accounts, loans, products and services. You warrant that all your *actions* and *transactions on* an account, loan, product or service will be for the sole benefit of the person or purpose for which you are acting. You agree we may rely on these representations and have no duty to examine subsequent authorizing documentation for compliance or inquire as to the powers and duties of you or any fiduciary. We also have no notice of any violation of fiduciary duties by you or any other fiduciary unless we observe the actual wrongdoing.

You acknowledge that we will not be liable for any losses due to your failure to notify us of unauthorized acts by a fiduciary or changes to the relationship between a fiduciary and the person or purpose for whom the fiduciary acts. By starting an account, product or service you and any fiduciary agree to indemnify, defend us against and hold us harmless from any loss, damage, claim or liability that results from 1) any *actions* or *transactions on* the accounts, loans, products or services, and 2) the unauthorized acts of a fiduciary on which we rely prior to any actual notice of any change in the fiduciary's authority. We may require any person associated with the fiduciary purpose to sign or authorize an indemnification and hold harmless agreement along with his, her or its consent to the MSA. Finally, you agree to be responsible for legal advice we require to assist with or that results from any matter concerning the fiduciary purpose (please see Provision 1.f.).

j. Agents & Accounts, Products and Services

You as an owner may designate a person (or persons) to be an agent on the accounts, products and services you have with us. An agent is authorized by you to *conduct transactions on* (i.e., deposit and withdraw funds, and see information about) the accounts, products and services on your behalf. We will require your agent to provide her or his ID and information and to consent to the MSA. An agent only has the right to *conduct transactions on* the accounts, products and services, and has no ownership or survivorship rights to the funds in the accounts. Further, an agent cannot *take action* to start, change, add or terminate an account, product or service, except to remove her or himself from the accounts, products and services as explained in this Provision. If you request us to designate a person as an agent by entering the agent's information in *our records* or *as we allow* without signing or authorizing a form, you agree this person is an agent. You further agree this person may subsequently sign or authorize a form as an agent.

Once you have designated an agent, it is your sole responsibility (and not our responsibility) to monitor the agent's *transactions on* the accounts, products and services. You agree we have no duty or responsibility to monitor, inquire about or notify you of the use and purpose of any *transaction* conducted by your agent, or assure that any *transaction* is for your benefit. You also agree you take full responsibility for any agent, and for all *transactions on* the accounts, products and services by your agent. The agent's authority to *conduct transactions* will continue until we receive notice (which we may require to be in writing) that you have terminated the agent's authority or of your death, and we have a reasonable opportunity to act on that notice. Any owner may remove an agent from the accounts, products and services, which we may require to be confirmed in writing. We may also suspend any further *actions* and *transactions* on the account until you sign or authorize an updated form (or remove the agent *as we allow*) or terminate the accounts, products and services. An agent may remove her or himself from the accounts, products and services you have with us, and we have no duty to notify an owner of the removal. If an agent decides to remove her or himself, we may require her or him to notify us in writing and/or sign or authorize a form (or be removed *as we allow*). An agent's removal from the accounts, products and services, does not relieve the agent from any responsibilities, obligations or liabilities for *transactions* conducted as an agent under the MSA. In the event of your death on a one owner account, or the death of the final surviving owner on a multiple owner account, any funds in the account will be disbursed as explained in the MSA.

k. Also see Our Rates & Fee Disclosure

We recommend you also review the "Rate and Fee Disclosure," which has specific application to this Provision as well as a number of other matters throughout the MSA.

5. Product & Service Access, Transactions & Actions

a. Authorization of Transactions and Actions

Your signature on a form, *document* or *as we allow* (when required) is important in identifying you and allowing you to start, consent to, *take actions* and *conduct transactions on* our accounts, loans, products and services. On your request, we may agree to obtain your consent to *take actions* and *conduct transactions* on products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.e.1)). To provide excellent service and for your and our protection we may require your physical signature or reconfirm your signature in person or before a notary public prior to any *action* or *transaction on* an account, loan, product or service. We may also require your ID, a second form of ID and other (or updated) information (such as your physical address, SSN, birthdate, password, mother's maiden name, thumbprint or fingerprint, date and type of last *transaction*, other historical factual information, etc.) before you may *take action* or *conduct a transaction on* an account, loan, product or service.

You may authorize the payment of checks, other *transactions* or *actions by any method we allow*. You agree we may pay checks and honor *actions* or *transactions on* an account, loan, product or service that contain your signature or authorization, even if you later claim the method of consent or the *action* or *transaction* is not authorized. On your request, we may allow you to include a legend on or notation in *our records* and on checks requiring two or more signatures or authorizations on your checks, *actions*, *transactions* or any other matter pertaining to the accounts, loans, products or services you have with us. You understand this legend or notation requiring two or more signatures or authorizations may only be entered in *our records* or as *we allow*. You agree any such legend or requirement is for your convenience only, and that it is your sole responsibility (and not our responsibility) to supervise your internal control affairs with all persons you authorize. You also agree we may pay a check, or honor any *action*, *transaction* or other matter pertaining to the accounts, loans, products or services with us, with only one signature or authorization by any person you authorize. You understand we have only allowed you to add a legend or requirement for two or more signatures or authorizations because you 1) are in the best position to address your own internal control affairs with the persons authorized, and 2) have agreed to take responsibility for and recover any loss that occurs from a violation of your requirement.

If we contact you about an *action* or *transaction on* an account, loan, product or service that you confirm is authorized (which our employee may note in *our records* or *as we allow*), you agree we may rely on your confirmation. If you share your information, password, code or PIN (or any other method of authorization *we allow*) with any person or organization, you agree you authorize *actions* or *transactions on* the account, loan, product or service conducted by this person or organization. You further understand that until you notify us and revoke your authorization, all *actions* or *transactions on* the account, loan, product or service conducted by this person or organization are authorized and genuine, even if they are not conducted for your benefit or according to your instructions. If you request and we agree to provide you with cash for any *action* or *transaction*, you understand that once you are in possession of the cash, you (and not us) are completely responsible for its care and safekeeping from any loss, theft, damage or destruction. Should you have any concerns about the loss or theft of cash, please let us know and we may be able to provide you with one of our checks (for which we may charge a fee). Additionally, for your and our protection and security purposes, you agree we may pay any person (including you) requesting a withdrawal in cash with a limited amount of cash, our check or an EFT. You understand and agree these cash withdrawal options are appropriate since a person can obtain cash by depositing the check at her or his own financial institution, and we can schedule the delivery of cash for you on your request.

b. Transaction and Action Options & Required Forms

When you *take action* or conduct a *transaction on* accounts, loans, products or services we may require you to use a specific form or *document* to conduct or complete the *action* or *transaction*. If you do not use that form or *document*, for your and our protection we may refuse to honor, perform or complete the *action* or *transaction*. Whether an *action* or *transaction* is honored, completed or not, you are responsible for any loss or liability we incur as a result of your failure to use a required form or *document* or follow the *terms* of the MSA.

c. Account Transfers by Wire or ACH

We may offer wire transfers or ACH transfers that allow you to send or receive debits or credits to an account with us. We may require all wire transfers to be authorized in writing. When you initiate a wire or ACH transfer you may identify either the recipient or any financial institution by name and by account or identifying number. We (and other institutions) may rely on the account or other identifying number you give to us as the proper identification number, even if it identifies a different person or institution. You understand we may confirm the information on all wire requests before sending the wire. Once we have sent an outgoing wire, the transfer is final and cannot be stopped. If you provide incomplete or inaccurate written or verbal transfer instructions to us, we will not be responsible for any resulting wire transfer losses, delays or failed *transactions*. You understand international wire transfers may not be completed for several weeks or at all.

Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH *transactions* are governed by the rules of the National Automated Clearing House Association (NACHA). You acknowledge that our processing of international *transactions* may be delayed if necessary to complete legally required screening. You must ensure that all international entries you initiate are designated with the appropriate international entry code as required by the NACHA rules. All entries will be credited to or debited from the account you have with us in U.S. dollars. Currency conversion will be at rates determined by, or available to, us or the Automated Clearing House. You will bear all currency conversion risk as well as all gains or losses associated with currency conversion for international entries. All wires and ACH transfers must comply with applicable U.S. law. If you use these services and receive funds by wire or ACH transfer, you agree to confirm the transfers by reviewing your periodic statement (or online service we offer), since we are not obligated to notify you when funds are received. While we may conditionally and provisionally credit the account you have with us for an ACH transfer, if we are not finally and ultimately paid for the transfer, we may reverse the credit to the account, in which case the sender will be deemed not to have paid you. If we cannot reverse the credit or you do not have sufficient funds in an account, you agree to reimburse us for the amount of the reversed transfer.

d. Limitations on Account Transactions

1) Account Withdrawal Limitations. We have no obligation to honor a request to withdraw funds if you do not have 1) sufficient available funds in an account or 2) one of our overdraft services (please see "available balance" in Provision 6.j.). If a check or other transfer or payment order is presented against insufficient available funds in an account, you will be charged a fee. If there are sufficient available funds to pay some but

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not all checks or items drawn or presented against the account, we may pay or allow withdrawals for those checks, transfer or payment orders for which there are sufficient funds in any order we choose, according to applicable law and the terms of the MSA. There are a number of circumstances where you may not be able to withdraw funds from an account, including but not limited to: 1) methods inoperative due to emergencies or problems, 2) the product or service has been terminated, 3) we are unable to contact you, 4) failure to provide required ID or information, 5) failure to use a required method or document, 6) exceeding a limit or an amount set by us, 7) failure to meet a minimum balance for thirty (30) days, 8) deposited check funds are not available, 9) funds are collateral for an obligation, 10) any lost or stolen check, card or access device, 11) a breach of or unauthorized access to a product or service, 12) business or compliance purposes, 13) to stop or prevent a loss, 14) the appearance of lack of capacity or victim of undue influence, 15) failure to comply with any term of a contract, 16) funds held or offset per a security interest or lien, 17) account and/or funds held for a dispute or uncertainty, 18) unpaid check(s) or EFT(s) for insufficient funds or stop pay, 19) deposited item(s) charged back for nonpayment payment or a claim, 20) a garnishment, levy or similar legal claim or notice, 21) default on any obligation, or 22) belief an action or transaction may be fraudulent. To comply with the law and to protect you and the members of the Credit Union, you understand we may require written notice of your intent to make a withdrawal of funds from an account you have with us at least seven (7) calendar days and up to sixty (60) calendar days before the time that you would like to make the withdrawal. Finally, you understand that in the event any account is overdrawn, any loan is past due, or you are otherwise in default under any contract with us, we may suspend your ability to conduct actions or transactions to any or all accounts, products, services, until you have resolved the matter with us.

2) Account Transfer Limitations. You may make unlimited withdrawals from the checking account(s) you have with us by any method *we allow*. In addition, you may make unlimited withdrawals or transfers from a savings or money market account in person, by ATM, a mail request or by calling us for one of our checks. However, federal law limits the number of certain types of withdrawals from accounts treated as savings accounts as identified in the "Rate and Fee Disclosure." Accounts covered by this limitation include all savings and money market accounts. For these accounts, you may not make more than six (6) covered *transactions* per month. Covered *transactions* include your checks, transfers initiated through online banking or mobile banking, ACH transfers, merchant point of sale *transactions*, preauthorized or automatic transfers, and overdraft protection transfers. Transfers to pay a loan with us are not covered by this limit. The date we use to determine the number of *transactions* is the date a *transaction* is posted to (actually credited to or debited from) an account, rather than the date you initiate the *transaction*. If you exceed this limit, federal law requires us to take corrective action. We may refuse or reverse the *transaction*, and we may impose a fee as specified in the "Rate and Fee Disclosure." If you repeatedly exceed this limit, we may terminate the account. If you reach your limit of six (6) covered *transactions* from a savings or money market account during a month, you may still make unlimited withdrawals from the account in person, by ATM, by mail, or by calling us for one of our checks.

3) Account Transaction Volume Limitations. We may limit the number of items deposited and the frequency of deposits and other *transactions* that you can make each day to the account(s) you have with us. The date we use to determine the number of *transactions* is the date a *transaction* is posted to (actually credited to or debited from) an account, rather than the date you conducted the *transaction*. Should the *transactions on* an account with us exceed the limitations we establish, we may limit your *transaction* activity, charge a fee or terminate the account. You understand that if *we allow* or honor a *transaction* that exceeds these restrictions (a nonconforming *transaction*), we are not required to allow or honor any future *transaction* that exceeds these restrictions.

4) Limits on ATM Transactions. For your and our protection, we may limit the amount of cash withdrawals at ATMs. Our current limitations on ATM cash withdrawals are stated in the "Electronic Funds Transfers Disclosure" at the end of this Part 2 of the MSA.

e. When a Transaction or Action May be Refused

For your and our protection, you understand we may refuse an *action* or *transaction on* an account, loan, product or service for any reason not prohibited by law, including: 1) our methods are inoperative due to emergencies or problems, 2) we are unable to contact you, 3) failure to provide required ID or information, 4) failure to use a required method or *document*, 5) exceeding a limit or an amount set by us, 6) failure to meet a minimum balance for thirty (30) days, 7) inactive or abandoned products or services, 8) deposited check funds are not available, 9) funds are collateral for an obligation, 10) any lost or stolen check, card or access device, 11) a breach of or unauthorized access to a product or service, 12) business or compliance purposes, 13) to stop or prevent a loss, 14) the appearance of lack of capacity or victim of undue influence, 15) the product or service has been terminated, 16) failure to comply with any *term* of a contract, 17) funds held or offset per a security interest or lien, 18) account and/or funds held for a dispute or uncertainty, 19) unpaid check(s) or EFT(s) for insufficient funds or stop pay, 20) deposited item(s) charged back for nonpayment or a claim, 21) a garnishment, levy or similar legal claim or notice, 22) default on any obligation, 23) limited to a savings account and voting by mail, 24) ineligible for membership, 25) membership terminated, 26) notification of death, 27) anything unethical or unlawful concerning our business, 28) belief an *action* or *transaction* may be fraudulent, 29) any alteration, forgery or fraud concerning our business, 30) any falsification or misrepresentation concerning our business, 31) any alleged crime concerning our business, 32) abuse of or threats to anyone associated with us, or 33) any other reason we believe is appropriate to *manage* the business of our Credit Union.

f. Transactions and Actions Online

We may offer an internet service that allows you to *take actions* or *conduct transactions on* products or services with us online. For your convenience, we may note your request for these internet services on a form or enter it in *our records*. These services may be governed by the contract that you agree to online, the MSA, all other contracts as applicable and *our records*. Should you have any questions about these services, please contact us at your earliest convenience.

6. Your Use of a Checking Account with Us

a. Completing Your Checks and Check Register

When you write a check drawn on a checking account with us, you must write your payee's name, complete the numerical and written amount lines on the check and sign your name. Always begin by writing the payee's name and the amounts at the start of the far left side of these lines to avoid leaving any spaces; this will reduce the risk of your check being altered. It is also important that you draw a line after the payee's name and the written amount to protect yourself against alterations. Please make sure that all information you write on your check is legible. Finally, make sure that the numerical and written amounts of your check match, since the written amount is likely the amount we may pay from the account. If the amounts do not match, you agree we may pay either amount or return the check unpaid, in our sole discretion.

Once completed, you should write the check number, amount, date, payee's name and purpose in your check register or payment records, and deduct the amount of the check from the balance. This helps you to keep track of the current balance of an account, which in turn helps you avoid insufficient funds problems or overdraft fees. It also allows you to detect and report checks with alterations and forged drawer's signatures (please see Provision 16.b.). Please use dark permanent ink (preferably black ink) to complete and sign your checks. You agree that you are responsible for any losses incurred for your checks if you do not use a dark permanent ink when writing your checks. You should also keep your checks in a secure location and separate from your ID so they are not stolen from you. If the account is a multiple owner, trustee or fiduciary account, each owner, trustee, fiduciary or agent may sign (or authorize), issue and endorse checks in the other owner's, trustee's or fiduciary's name. If you require more than one signature on a check drawn on an account with us, you agree we may pay that check regardless of the number of signatures on it if the check is issued by a person authorized to *conduct transactions on* the account. You understand that when you write a check you are ordering us to pay the check, and that payment is proper even if you did not completely fill out or sign your check.

b. Please Use the Check Forms We Provide

For your protection, when starting a checking account you agree to use the checks we make available that we refer to as, "your checks." Your checks are actually forms (check forms) provided to you by our approved associate. It is important that you use our associate-provided checks because 1) the security features help protect against fraud losses, and 2) the forms help us confirm that a check is your check when presented for payment. Using any other check form may indicate fraud, and you agree we may refuse to pay it if we believe our refusal may prevent a loss, and is not dishonor or wrongful. Alternatively, if you use and we pay a check not provided by our associate that results in any loss or fees, you agree to be responsible for any loss and fees incurred. The reason you are responsible for any loss and fees is because in order to obtain check forms from another vendor (or party), you must provide your information to unknown people, any of whom may create a fraudulent check drawn on the account. Accordingly, we use an associate's check forms to help avoid losses, and require owners, trustees and fiduciaries to take responsibility for all losses and fees for not using these forms.

c. Dates on Your Checks

We may pay a check you write regardless of its date or language limiting payment to a certain time (for example, "stale dated" checks or checks bearing a "void after" date legend). However, we are not obligated to pay a check before its date or more than six (6) months after its date. Attempts to limit payment of a check by date or language are ineffective because 1) checks presented as EFTs or other transfers may not include the date, 2) our processing technology may not allow for the examination of a date, and 3) a person in possession of your unpaid check may take legal action against you for the amount and costs. If you do not want an outstanding check paid, you may place a stop payment order on the check (please see Provision 6.d.). Similarly, if you notify us and we agree not to pay a check before its date (often referred to as a "postdated check"), that notice will only be effective if it allows us a reasonable amount of time to act on and not pay the check. For the notice to be effective we will need your name, your number, the check's number and date, amount and the payee's name. You understand that failure to fulfill any of these requirements may result in payment of the check. If you fulfill these requirements, we will return the check as postdated and charge you a fee to cover some of our employee's time. Should you request us to cancel a postdated check notice, we may also charge you a fee to cover some of our employee's time. For your convenience, we may agree to a verbal postdated check notice that will expire after fourteen (14) calendar days unless you confirm that notice in writing. Once confirmed in writing, the notice will be effective for six (6) months, and can be renewed for an additional six (6) months for the fee. You understand we have no duty to notify you when your notice will or has expired.

d. Stop Payment Orders on Your Checks and ACHs

You may request us to stop payment on any check drawn on or ACH debit scheduled from a checking account you have with us *as we allow* (which we may require to be confirmed in writing). Your request will be effective only if we have a reasonable amount of time to act before the check is presented or the ACH entry is transmitted to

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us. For the notice to be effective we will need your name, your number, check number, the date of the check or ACH entry, the name of the payee and the amount of the check or ACH entry. You understand that failure to comply with any of these requirements may result in payment of the check or ACH entry. If you fulfill these requirements we will return the check or ACH entry and charge you a fee to cover some of our employee's time. Should you request us to cancel a stop payment order, we may also charge you a fee to cover some of our employee's time. For your convenience, we may agree to a verbal stop payment order that will expire after fourteen (14) calendar days unless you confirm that order in writing or *as we allow*. A stop payment order on a check that is placed or confirmed in writing will be effective for six (6) months, and can be renewed for an additional six (6) months for a fee. A stop payment order on an ACH entry will continue until the entry is returned or until you cancel the stop payment order (which may require the payment of a fee). We have no duty to notify you when your stop payment order will or has expired.

You understand that although you may stop the payment of your check, generally the person or organization in possession of the check may recover the full amount of the check from you (which may include interest and costs). In addition, if you owe money to the payee of the check or ACH entry, stopping payment on the check or ACH entry means that you will not have paid the money to that person. In the unlikely event we pay a check or ACH despite a timely, accurate and complete stop payment order, we may be obligated to credit the account you have with us. We also may not be obligated to credit the account and you will need to address the matter with the payee. If we issue a credit to the account, you agree to sign or authorize a statement explaining the dispute with your payee, and assist us in taking legal action against any and all persons or organizations to recover our loss. You understand that if you repeatedly place stop payment orders on your checks that are drawn against insufficient funds, we may consider that as account abuse and may terminate the account.

e. No Stop Payment on Our Cashier's or Teller's Checks

If we provide you with one of our checks that is payable to you or that you have requested us to make payable to another person or organization, it is your sole responsibility to assure that you want the person or organization to be paid with the check before you deliver the check to that person or organization. You understand that if you give our check to a person or organization, and afterwards become displeased with the person, organization or the transaction and do not want the check paid, ***we will not be able to stop payment on our check***. If you have any doubt about the person, organization or the transaction, do not give the check to that person or organization, since we will not be able to stop the payment of the check. Should you change your mind and decide to not use one of our checks, you may return the actual physical check to us and request a refund for the amount of the check.

f. Conversion of Checks to Electronic Fund Transfers

In some circumstances, a person, merchant or other organization can convert your check and check information into an EFT and debit the account you have with us. The conversion of your check to an EFT is covered by our "Electronic Funds Transfer Disclosure," which is part of the MSA (and is found at the end of this Part 2). You agree we may honor the EFT and debit the account just as if the original check was presented for payment. Should a person or organization convert your check to an EFT, you will have to contact that person or organization if you wish to access a copy of your check. You understand that if we return your check to an organization unpaid for insufficient funds or stop payment, the organization may try to re-present the check as an EFT. The EFT that represents the dishonored check will be treated as a re-presented check according to the MSA.

g. Presentment of Your and Our Checks

For your and our protection, compliance purposes and to cover costs for our members, we may require any person presenting your or our check to comply with our due diligence requirements before we pay the check. These requirements may include, but are not limited to, the presenter supplying us with her or his ID, SSN, birthdate and physical address. We may also require the person to sign a statement of receipt, place her or his thumbprint or fingerprint on the check and to pay a fee. If a check is payable to two or more persons (whether payable sequentially or together), we may require all payees or endorsers to sign the check in person at our Credit Union (or *as we allow*) to assure that all endorsements are valid. You agree that if a person presenting a check declines to carry out any of these requirements, we may refuse to pay the check, and that our refusal is not dishonor or wrongful since this person has not complied with our presentment requirements. (A presenter always has the option to deposit and receive funds for the check at the presenter's own financial institution). For your and our protection, checks presented after our 2:00 pm cut off hour may be treated as if presented on the next business day that we are open. You agree to be responsible for legal advice we require regarding any matter concerning a check drawn on an account you have with us (please see Provision 1.f.). Also, for your and our protection and security, we may pay a person presenting your check with our check or an EFT, and may decline to pay this person with cash. You understand and agree that payment with our check is not wrongful since this person can obtain cash by depositing the check at her or his own financial institution. Additionally, for your and our protection and security purposes you agree we may pay any person (including you) presenting our check with a limited amount of cash, our check or an EFT, and may decline to pay the check entirely with cash. You understand and agree these payment options are appropriate since a person presenting our check can obtain cash by depositing the check at her or his own financial institution, and we can schedule the delivery of cash to you on your request.

h. Our Use of Automated Collection and Payment Processes

We use electronic check deposit, transmission, presentment, payment and return technology to *manage* the greatest number of checks in the most cost-effective manner for the benefit of the members of our Credit Union. These automated processes rely on and can only recognize information in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, which contains your number, amount of check and check number. To achieve these cost efficiencies for our members, you agree when we pay or take a check for deposit and collection we may disregard all information on the check (including notes and legends) other than 1) the identity of the institution the check is drawn on, and 2) the information encoded in the MICR line (whether consistent with other information on the check or not). You also agree that the fact we pay a check without physically or visually examining it does not mean that we failed to exercise ordinary care in paying the check.

i. The Order in which Checks and Other Items are Paid

In general, we pay checks and other *transactions* in the order they are presented to us, regardless of when you issued or authorized them. Insufficient funds balances on accounts may result from 1) checks paid, 2) holds on funds of deposited checks, 3) ACH debits such as online bill payment *transactions*, 4) payments authorized by an owner or other withdrawal requests, 5) items deposited by an owner and returned unpaid by the paying institution, and 6) imposition of requested or required fees. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed in low to high order. Checks presented for payment at one of our branches are processed at the time of payment. Debit card *transactions* are processed when transmitted to us, which may occur immediately or up to several days later. You understand that the merchant or its processor (and not us) determines when the *transaction* will be transmitted to us. When a merchant obtains authorization for a debit card *transaction*, we place a temporary hold against the funds in the account for the amount of the authorized *transaction*. In some cases, such as restaurants, gas stations, or car rental *transactions*, there may be a hold for an initially authorized amount, but the *transaction* is submitted at a different amount. You should be certain there are sufficient funds at all times to pay checks or *transactions* or they will be handled according to the overdraft and insufficient funds *terms* of the MSA, or paid under one of our check overdraft services if applicable. This Provision reflects our practices in effect at the time the MSA was prepared. You agree we may change these practices at any time without prior notice to you to address data processing constraints, changes in law, regulation, clearing house rules or to *manage* the business of the Credit Union.

j. Determination of Available Balance to Pay Items

Checks and other *transactions on* a checking account with us are paid based on your available balance, and not the actual balance. Your actual balance is the actual amount of funds in the account (based on credits and debits posted to the account at that time). Your available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending *transactions* (such as debit card purchases) that we have authorized but that have not yet posted to the account. If an item presented for payment against the account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item.

k. Payment of Checks & Items that Overdraw an Account

1) Account & Lending Overdraft Payment Services. To assist you when you want or need your checks and EFTs or other items paid, we may provide you with overdraft payment services. If you qualify for and we agree to provide these services, we will pay your checks or EFTs drawn against insufficient funds by transferring funds from another account or loan to a checking account with us, and charge you a fee. Transfers from account(s) to a checking account are covered by the MSA and the "Electronic Funds Transfer Disclosure," whereas transfers from a loan to a checking account are governed by a separate loan agreement. You agree we may apply funds deposited to account(s) with us to your outstanding overdrafts and fees, regardless of the source of the deposit, including directly deposited government entitlements or benefits such as Social Security deposits.

2) General Overdraft Payment Services. If you have a checking account and are in good standing, you may use the privilege of our overdraft service which allows you to overdraft an account up to a set limit of $300.00. To be in good standing requires that you have a checking account for at least sixty (60) calendar days, be eighteen (18) years of age or older, and to have not caused us a loss. If you qualify, we may pay your overdrafts up to a total of $300.00 and charge you a fee. This service will not apply to ATM *transactions* or to non-recurring debit card *transactions* unless you notify us that you would like to opt in to coverage of such *transactions* as we may require. If you use this service, we will notify you of the amount paid and fee for each *transaction*, and you will have thirty (30) calendar days to reimburse us for paid checks, EFTs and fees. For more information on this service, please contact us at 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051.

l. Insufficient Funds to Pay Checks and Other Items

If the available funds in a checking account are not sufficient to pay a check or other item presented on the account, we may return it for insufficient funds, and you will be charged a fee for the dishonored check or item. You understand we have no duty to notify you if there are insufficient funds to pay your check or other items drawn on an account. If we pay a check or transfer that exceeds the available balance in an account, you agree to repay us the amount of the paid check or transfer and any fee/charge for that service immediately, unless otherwise addressed by the MSA or other contract with you. If we pay a check or transfer that exceeds your available balance, it does not mean we will pay a check or transfer that overdraws an account in the future. If we charge an account you have with us for any obligation you owe, you understand the balance thereafter may be insufficient to pay a check or item drawn on the account, and we will rightfully refuse to the check or item for insufficient

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funds. Finally, if we are repeatedly presented with checks or items drawn on an account for insufficient funds, we may consider that as account abuse and may terminate the account.

m. Your Lost or Stolen Checks: Notify Us Immediately!
If your checkbook, a box of checks or a check is lost or stolen, please contact us immediately at 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051. The sooner you contact us, the less liability you have for unauthorized checks drawn on the account, and the sooner we can provide new checks, a new account and new number as required. When you notify us that your checks are lost or stolen, we may require you to sign or authorize a notice (*as we allow*) so we can rightfully refuse to pay the check(s) if presented for payment. You further agree that for your and our protection we may terminate an existing account and provide you with a new account (and potentially a new number to replace your number) to avoid a loss to you or us. In fairness to our members, we may charge you a fee for all termination and replacement costs when you lose your checks. However, we will not charge you a fee when your checks are stolen. If you give, mail or send your check to your payee (such as a creditor) who informs you that your check is purportedly lost or stolen, please contact us immediately at 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051. When you notify us that your check to a payee is lost or stolen, for your and our protection you agree to sign or authorize a notice (*as we allow*) so that we can rightfully refuse to pay the check if presented for payment.

n. Lost or Stolen Cashier's or Teller's Checks
If one of our cashier's or teller's checks in your possession is lost, stolen or destroyed, you (and your payee if applicable) agree to sign or authorize a notice (*as we allow*) so we may rightfully refuse to pay the check if presented for payment. We may require you (or your payee if applicable) to post a bond, furnish us with collateral or a security interest in collateral, or wait ninety-one (91) calendar days from the date of the check, to receive a replacement check or refund. If you do not receive one of our checks that was sent or mailed to you, you agree to sign or authorize a notice (*as we allow*) so we may rightfully refuse to pay the check if presented for payment. At our discretion, we may require you to post a bond or furnish us with collateral or a security interest in collateral, prior to obtaining a replacement check or refund for our check that you did not receive.

1) Delivery of Our Checks to You. When you request one of our cashier's or teller's checks and are unable to take possession of the check in person, we may send the check to you by a secure delivery service. This service may include but is but not limited to using Federal Express or United Parcel Service, which require your signature and proof of receipt. We use this secure method to deliver our checks for your and our protection to assure that only you receive the check, and to spare you from having to post a bond and/or furnish collateral. Since the service is for your convenience and protection, you may be responsible for the cost of this method of check delivery. If you authorize us to deliver the check to you by regular U.S. mail, you agree to all time delays and to repay all costs and losses if the check is lost or stolen.

o. Your Checks & Family Members, Friends and Employees
If you report your check has been forged or altered, we will investigate the potential crime. If we determine that your family member, friend or employee committed or assisted with the crime, we will investigate your use of ordinary care in the matter. If we determine that you failed to use ordinary care (i.e., were negligent) in handling or managing the check (or your ID), you agree to take responsibility for recovering any loss for the check. You understand that you, like each member of our Credit Union, are in the best position to both prevent and address the crime with your family member, friend or employee, rather than imposing the cost on the members of our Credit Union.

p. Right to Refuse Payment for Potential Risks
For your and our protection, we may refuse to pay any check or item we believe has a potential payment or fraud problem. Payment problems include, but are not limited to, insufficient funds, stop payment, closed account, illegibility or written in a language other than English. Fraud problems include, but are not limited to, alterations and forgeries. You understand our non-payment or non-action under these circumstances is beneficial to you because it protects your funds and reduces risk of loss and therefore is not wrongful. Alternatively, if we believe there is a fraud problem with your check and the presenter is the perpetrator of the fraud, you agree that for your and our protection we may retain the check to determine if it is fraudulent. You understand that our retention of the check protects you and us from incurring a loss on the account. You also agree that retaining the check is not wrongful because it may substantiate the commission of a crime, and its retention eliminates potential additional crimes. Following appropriate due diligence, if we determine the check is not fraudulent, we will either pay the check or offer to return it to the presenter. Finally, if we believe there is a fraud problem with your check and the presenter is not the perpetrator of the fraud, you agree that for your and our protection we may note on the face of the check the type of fraud before returning it to the presenter to alert branches and other institutions of the potential fraud problems with the check. Our action or inaction in these circumstances is purely at our discretion. You agree we are not required to take or refrain from taking any particular action on any of these matters.

7. Your Deposits to an Account with Us

Please see our "Summary of Our Service for Your Checks Offered for Deposit" for an overview of our check deposit services.

a. How You May Deposit Funds
You may make deposits to an account with us *by any method we allow*, including in person, mail, phone, online, ATMs, night depository, wire transfer and EFT. You may deposit funds in the form of cash (U.S. dollars), check, wire transfer and EFTs as we offer.

b. Our Rights on Your Deposit
When we agree to take your deposits, we are providing you a service by saving you the time and expense of having to go to the paying institution to receive your funds. In providing this service, we will credit the amount of the deposit to the account you have with us. However, depending on the type of deposit, we may hold some or all of the funds from the deposit. We may also refuse or return a deposit if we believe it is necessary to prevent you and us from incurring a loss. If we elect to hold funds from your deposit the time period for the hold will depend on 1) the type of deposit (cash, check, wire, etc.), 2) the amount, 3) the account it goes into, 4) the source of funds, 5) our ability to verify persons, organizations and institutions issuing, negotiating and making payment, and 6) any other facts we consider important. In addition to this Provision, we encourage you to review the "Funds Availability Disclosure," which is part of the MSA and found at the end of this Part 2. You understand if we make funds available to you from a check you deposit (in cash or otherwise) we are only *providing you with credit,* and are not *cashing, promising or guaranteeing payment of the check that you deposited*.

Please be aware that any check you deposit that is drawn on another financial institution can come back to us for a number of reasons. For reference, we group these reasons into two categories: nonpayment reasons (such as but not limited to insufficient funds, stop payment, closed account) and fraud reasons (such as alterations or forgeries). It may take as many as nine days (seven business days and two weekend days (and in some instances more)) for your deposited check to be returned for a nonpayment reason. If there is a fraud problem with the check, the paying institution may make a claim against us (even after the check has been paid) and demand repayment for the amount of the check for several years after you deposit the check (the number of years varies by state). If your deposited check is returned unpaid or we are required to repay the amount of the check for any reason, you are responsible for the amount of the check and all related fees and costs. Accordingly, when we take your checks drawn on other institutions for deposit, to attempt to prevent losses for you and us, you agree we may hold the funds from the deposited check for a period of time**.** Also please see the "Funds Availability Disclosure" at the end of this Part 2.

If we have reasonable cause to doubt collectability of a check you offer for deposit (typically for a nonpayment or fraud reason), we may hold the funds from the check. If we hold the funds in a checking account, we will provide you with a notice of the status of your deposit and when the funds will be available. If we believe there may be a problem with a check, we may choose to not take the check for deposit unless you agree that we may place an extended hold on the funds of the deposit. The extended hold is for your and our protection to determine if the check will be paid. In such cases, if you do not want us to place an extended hold on the funds, please tell us before we have processed the check for payment and we will return the check to you so that you may obtain payment elsewhere.

In some instances, we may require the check to be deposited into a savings account that has transactional limitations, with the funds held for an extended period of time. We may provide you with a notice of the status of your deposit and when the funds will be available. We may choose not to allow you to deposit the check unless you consent to an extended hold on the funds of the check. The extended hold is for your and our protection because it gives us time to determine if the check will be paid. If you do not want us to deposit the check to a savings account and place an extended hold on the funds, please tell us before we have processed the check for payment and we will return the check to you so that you may obtain payment elsewhere.

On your request and consent, we may also send a check you offer for deposit for special collection. Special collection means that we will not deposit the check in an account, but rather send the check directly to the paying institution for payment [for which there may be a fee]. You understand that if we send the check for special collection, no funds will be deposited to an account you have until the paying institution agrees to pay the check. If we send the check for special collection it may take an extended (indeterminate) amount of time for the check to be finally paid. If you do not want us to send a check you offer for deposit for special collection, please tell us before we take it and we will return the check to you so that you may obtain payment elsewhere.

Please be aware that we have no way to guarantee that any check you offer for deposit (that is not drawn on us) will not be sent back to us for a nonpayment, fraud or other reason that requires us to repay the amount of the check. This is true even if we place a hold on funds from the check or send it for special collection. You understand if the check comes back to us and we are required to repay it, you are responsible for the amount of the check, and all related fees and costs. You also agree that before you deposit a check, you will tell us about any circumstances or information you are aware of that could indicate the check may not be paid, or may be fraudulent or issued in connection with an illegitimate, unlawful or fictitious transaction or enterprise. You understand that regardless of the facts, circumstances and information you disclose about the check, you are still completely responsible for the amount of the check and all fees and costs if it is dishonored, returned or a claim is made. Further, you understand that for your and our protection, prior to or after your deposit, should we believe there is a problem with the check you have offered for deposit, we may refuse to take the check and may return it to you so that you may obtain payment elsewhere. Alternatively, if you request us to take a check for deposit and we believe there is a fraud problem with the check, for your and our protection you agree we may retain the check to determine if the check is fraudulent, and if so, the identity of the perpetrator of the fraud. You understand that our retention of the check protects you and us from incurring a loss on the check. You agree that in such cases, our retention of the check is not wrongful because

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the check may substantiate the commission of a crime, and our retention of the check avoids additional potential crimes. Following appropriate due diligence, if we determine the check is not fraudulent, we may take the check for deposit or return the check to you. Finally, if we believe there is a problem with a check and elect to return the check to you, you agree we may note the problem on the face of the check to alert branches and institutions of any potential fraud or nonpayment problem. You understand that if you do not want us to retain or make a notation on a check with a potential problem, you should not offer the check to us, because once the check is offered for deposit it has potentially involved us in a criminal or nonpayment and collection matter.

c. How to Endorse a Check You Wish to Deposit

When you wish to deposit a check payable to you in an account with us, please turn the check over and locate the designated place for your endorsement on the back of the check at one end (which will often have pre-printed lines). We recommend that you write the words "For Deposit Only," sign your name beneath those words, and write your number beneath your signature in the endorsement space. If there is no designated endorsement space (or lines) on the back of the check, please write "For Deposit Only," your name and number in the blank area at the very top end of the check. Please make sure this language, signature and number goes on the back of the check at the top edge, and is no more than one and one-half (1½) inches from the top edge of the check. Endorsing the check in any other way may risk the account not being credited for the amount of the check.

You agree we may ignore any other language or markings on the check, and that you will be responsible for any loss that results from endorsements, language or markings inside or outside of your designated endorsement space. Also please use dark (preferably black) permanent ink for all endorsements, since you are responsible for any losses for not meeting this requirement. Finally, you should use our deposit slips and envelopes when making your deposit. You understand you may not deposit 1) a substitute check without our consent, or 2) a substitute check or similar item you have created or for which no institution has made the substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item.

d. How to Write Your Check for Deposit with Us

If you want to write a check drawn on an account you have at another financial institution to deposit into an account with us (in order to receive money back for the deposited check), please complete the check as follows. Make the check payable to yourself as the payee, and then complete and sign the check. Turn the check over and write "For Deposit Only" on the top of the back of the check and sign your name below this language along with your number and offer the check to us for deposit. While your check will be treated as any other check offered for deposit, should you have an immediate need for cash or credit, please let us know. We have a number of ways that we may be able to assist you.

e. Authority to Negotiate Checks and Endorsements

We may take checks for deposit into any accounts you have with us, and recommend that you endorse all checks you deposit. If we take checks for deposit without your endorsement, you agree that your liability for the check is the same as if you had endorsed it. If the account is a multiple owner, trustee or fiduciary account each owner, trustee or fiduciary may endorse and deposit checks for one another. For identification and tracking purposes we may place your number on any check you offer for deposit. If you do not want your number on a check, please tell us and we will return the check to you to obtain payment elsewhere. For your and our protection, we may confirm the endorsement on any check that you offer for deposit, and require you to carry out specific endorsement requirements for business, insurance or government checks.

If you wish to deposit any check payable to two or more persons (whether negotiable sequentially or together), we may require the check to be endorsed in person at our Credit Union by everyone required to endorse the check. However, we may choose to take such a check for deposit regardless of the number of endorsements on it (or whether those endorsements were made in person at our Credit Union) if the check is deposited by you or a person you have authorized according to the MSA. For checks that are not made payable to you as the payee (or endorsee), we may require proof 1) of your authority to endorse a check on behalf of another person or organization, and 2) that any endorsement on a check prior to your endorsement is authentic and authorized. These measures are necessary so that we can provide you with our check deposit services and for your and our protection. You agree to be responsible for legal advice we require regarding any matter concerning a check you offer for deposit (please see Provision 1.f.). Finally, if you send us a check for deposit (payable to you or us) and do not specifically tell us in writing what is to be done with the check (i.e., you do not explain the exact purpose or reason that you are sending the check to us, such as for a loan payment), we may deposit the check to either a checking or savings account you have with us.

f. Your Options for Direct Deposit Services

We offer direct deposit services that allow you to preauthorize deposits to accounts with us (such as payroll, Social Security, retirement or other government deposits) or preauthorize transfers from accounts with us (such as regularly scheduled payments to creditors). You must initiate direct deposits by a method acceptable to the initiator of the deposit (such as your employer or the federal or state government). You understand that we may refuse and return any or all funds transfers for any lawful reason. Should we be required to reimburse the federal or a state government or other initiator of a transfer for any payment directly deposited into an account you have with us, you agree we may deduct the reimbursed amount from the account, and may recover any amount you owe according to the *terms* of the MSA unless otherwise required by law. If you file for bankruptcy and do not cancel any direct deposit authorization to an account, you agree we should continue to apply your direct deposits according to the instructions previously given to us.

g. Deposits Made at a Night Depository

If you make deposits at a night depository, you agree to use any special container, bag or envelope we may require. You understand we access night depositories only once on each business day that we are open. Containers, bags or envelopes placed into the night depository before we access it are processed on that business day, whereas those placed after we access it are processed on the next business day. Night depositories are opened and items placed in the depository are removed and logged in the presence of two (2) of our employees or associates. The contents of each container, bag and envelope is counted, and we issue a credit to the account on the deposit ticket accompanying the deposit for the amount, as indicated by our count.

You agree we are a bailee of items placed in the night depository (i.e., we are simply in possession of the container, bag and envelope) until we have opened the containers, bags and envelopes, verified the contents, and credited the contents to an account you have with us or returned the container, bag or envelope and contents to you. You acknowledge that our count of any deposit placed into the night depository is the final determination of the contents of a container, bag or envelope placed in the depository. We will use reasonable efforts to notify you of any difference between the amount of a deposit we counted and that shown on a deposit ticket, though we will not be liable for any delay or failure of this notification. No deposit is considered to have been made until we have removed it and processed it as explained in this Provision, and a credit has been issued to the account you have with us. You agree that you will be responsible for any damage to the night depository or delay in crediting deposits if you use a container or bag other than those we supply or you do not follow our instructions on the use of envelopes. You understand and agree that the procedures explained in the MSA are commercially reasonable, and that if we follow these procedures, we are not negligent in handling items placed into the night depository.

h. Taking Checks from You for Deposit is a Service

You understand that in handling checks, drafts, items, images or money you wish to deposit, we are providing you a valuable service. Not only are we saving you the time and expense of having to take checks or items to the institution they are drawn on and present them in person for payment, but we are also safeguarding and paying dividends/interest on your money as well. While we are pleased to provide you with this service when collecting the payment of your deposited checks or items, we act only as your agent, and assume no responsibility for the checks or items beyond using ordinary care as a depositary institution. We are also not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an ATM that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any correspondent institution or for loss in transit, and each correspondent will only be liable for its own negligence. You agree we may send any check offered for deposit for special collection, as explained in Provision 7.b. You further agree that we have the right to charge an account you have with us for any check taken for deposit should it become lost in the collection process.

i. When Your Deposits Will be Credited to an Account

Deposits to an account with us will generally be credited on the business day of the deposit. Deposits made after our end of business day or on a Sunday or holiday, will be credited to the account on the next business day we are open (please see the "Funds Availability Disclosure" at the end of this Part 2). Deposits made at unstaffed facilities (for example, an ATM that is not at a branch) will be credited to an account on the day funds are removed and processed by us. Deposits of coin or currency will not be finally credited until we have counted the deposit and confirmed the amount. If we are aware of a discrepancy between the amount on a deposit slip and the cash or checks that we count, we will provide you with a notice of the discrepancy by mail or that is accessible to you. In rare instances, an actual discrepancy may not be detected. In such cases, the amount credited will be the final amount of your deposit unless you or we discover the discrepancy and are able to correct it without loss to the Credit Union. Credit to an account you have with us for funds deposited is conditional (provisional) until we are actually paid for the deposited items (i.e., when we receive final payment). Checks drawn on an institution or organization outside the U.S. may be handled on a special collection basis only (as explained in Provision 7.b.), to attempt to prevent a loss for you or us on the foreign check.

j. When We Do Not Take a Check for Deposit

For your and our protection, we may decline to take a check from you for deposit if we believe the check has a potential nonpayment, fraud or other problem. Nonpayment problems include, but are not limited to, insufficient funds, stop payment, closed account, illegibility or written in a language other than English. Fraud problems include, but are not limited to, potential alterations and forgeries. We may also decline a check that we have agreed is ineligible for deposit under this or any contract you have with us (typically for the type or amount of the check when deposited online or at an ATM). You understand that when we decline to take a check from you for deposit we are providing you with an important service by sparing you from being obligated to us for the amount of the check and all related fees and costs if the check is dishonored and returned or a claim is made.

k. Erroneous or Fraudulent Deposits to an Account

If a deposit, payment or other credit (whether by check, cash, EFT or otherwise) is made to an account you have with us or you in error or by fraud, we may debit the account for the amount of the erroneous or fraudulent deposit, payment or credit. We may do so without notice to you, regardless of when the original deposit, payment or credit took place. If you withdraw any or all of the funds erroneously or fraudulently deposited,

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paid or credited to an account or you, you agree that you will reimburse us for the amount of the erroneous or fraudulent *transaction*, plus all dividends/interest paid on the erroneous or fraudulent amount, along with all fees and costs.

l. Your Responsibility for Unpaid Deposits and Claims

All deposits or other credits to an account (including checks, items, EFTs, ACH transfers, wire transfers, etc.) are subject to being paid (they are "provisional"). This means that if we do not receive final payment on any deposit or credit, we will charge an account you have with us for the amount of the unpaid check or item and a return fee. Further, if we incur a fee or any cost to collect a check or item deposited by you, we may charge that fee or cost to the account you have with us. If the amount in the account is not sufficient to cover the unpaid check or item, and all related fees and costs, you are responsible for the difference.

After we have received final payment, we refer to these deposits as collected items. If any check or other item deposited to an account is returned to us for any reason, we have the right to charge the account you have with us for the amount of the check or item, plus any fee incurred. We may charge an account regardless of whether the amount of the check or item was available for your use or not. If any check or other item credited to an account you have is returned to us for any reason, you waive your right to any notice of non-payment or dishonor for the check or item. For your benefit and ours, you agree we may pursue payment of a dishonored check or other item at any time, including giving the financial institution the check or item is drawn on extra time beyond any midnight deadline limits.

Furthermore, if anyone makes a claim against us based on a check or other item credited to an account you have with us, we may charge the account for the amount of the check or item and all fees and costs even if you have already received final credit and withdrawn the funds. Such claims may include, but are not limited to, forged or missing endorsements, alterations or conversion. If the amount in the account is not sufficient to cover the claim on the check or item, and all fees and costs, you are responsible for the difference. Finally, even if we provide you with *immediate availability of funds* for your deposited check or other item, you are responsible for the amount of the check or item and all related fees and costs if we do not receive final payment or whenever a claim is made.

m. Your Deposit Returned as a Substitute Check

Any check drawn on another financial institution that you deposit in an account you have with us can come back to us for a nonpayment, fraud or other reason. When a check you deposited is sent back by another financial institution, under federal law that institution may send the check back to us as a "substitute check." A "substitute check" is a paper image of the front and back of the original check that satisfies certain legal requirements. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." If the check that you deposited is sent back to us as a substitute check, we will debit the account you have with us for the amount of the check and all fees and costs owed to us. If the account with us is not overdrawn, we will return the substitute check to you along with a notice that explains your rights when you receive a substitute check. Should you have any questions about checks being returned as substitute checks, please contact us during business hours and we will be happy to assist you.

n. Depositing Checks Through a Mobile or Online Service

We may offer an internet service that allows you to deposit checks to an account you have with us online. For your convenience, we may note your request for this service on a form or enter it in *our records*. This internet service is governed by the contract you agree to online, the MSA, all other contracts as applicable and *our records*. Should you have questions about this service, please contact us at your earliest convenience.

8. Your Dividends (or Interest) and Our Rates

The dividends/interest earned on account(s), the dividend/interest rates, balance requirements, annual percentage yields, compounding, crediting and *terms* are provided to you in the "Rate and Fee Disclosure" of the MSA. Some of this information is also in your periodic statement. To serve the best interests of the members of our Credit Union, we may change or add account dividend/interest rates and annual percentage yields from time to time as explained in that disclosure and this Part 2. You understand you may request and confirm the rate on any account or your information in *our records* (particularly for a term account), or request a copy of the disclosure, by contacting us during business hours. You may also review and confirm the rates on accounts on your periodic statement or through the use of internet services we offer. Further, you can access the "Rate and Fee Disclosure" of the MSA (along with this Part 2 and all our disclosures) on our website.

You may also confirm the rate on a loan by contacting us anytime we are open for business.

9. Our Services, Related Fees and Costs

We charge fees and the reimbursement of costs in two circumstances: 1) for products and services that we provide, or services you incur, or 2) as a result of another person's, organization's or your requests or claims for funds or information concerning the products and services you have with us or you. (Please see the definition of "Fee" in Provision 1.d.) The amount of each fee is provided or accessible to you in the "Rate and Fee Disclosure," and may be noted in your periodic statement. In general, fees are charged to cover some of our employees' time and other costs in *managing* a product or service, *action* or *transaction*, or addressing any request or claim for information or funds. We charge fees so that each member is responsible for the cost of each product, service, *action*, *transaction*, request or claim applicable to that member, rather than imposing that cost on the members of our Credit Union. To serve the best interests of the members, you understand and agree that we may change or add product and service fees from time to time. We will notify you of changes and additions as explained in the MSA or as required by law. We would be pleased to show you a number of ways to reduce fees by maintaining sufficient funds to pay checks and EFTs, timely payments on obligations or through the use of the internet services we offer. For help with these cost savings recommendations, please contact us anytime we are open for business.

You may also confirm the amount and reason for a fee related to a loan by contacting us anytime we are open for business.

10. Your Funds in Accounts are Insured

We are committed to protecting our members' savings and deposits. In addition to the strength provided by our capital, members' funds are insured at a minimum of $250,000 for each member by the National Credit Union Share Insurance Fund (NCUSIF). Our employees are available to discuss your account insurance needs, and often can inform you how to organize the accounts you have with us to maximize the available NCUSIF coverage. If you are interested in learning more about maximizing the account insurance coverage for your funds, please contact us at your earliest convenience.

11. Maintenance of Products and Services with Us

Because you are a valued member, we strive to provide you with excellent service when assisting you with the accounts, loans, products and services we maintain and *manage* for you. To assure you are aware of the advantages of membership and new product and service opportunities that may benefit you, you agree we may contact you by any method you have consented to as explained in the MSA. We maintain and *manage* the accounts, loans, products and services you have with us (and your *actions* and *transactions* on the same) to assure they are active, operational and beneficial to you, and to provide you with the best financial service possible. You, in turn, maintain products and services by using or retaining them with us. By maintaining the products and services you have with us and allowing us to maintain and *manage* them for you, you confirm your ongoing consent to the MSA, your other contracts as applicable, and any changes and additions we make to them from time to time. Should you have any questions about the maintenance and *management* of our products and services, please contact us during business hours and we will be happy to assist you.

a. Safeguard all Information and Documents

You may request to review and access a copy of your information and *documents* in *our records* for products and services anytime we are open for business. Please be aware that a copy of your information or *documents* may contain all your personal financial information, along with passwords, codes, PINs and other data to access the products and services with us. If you request a copy of your information or a *document*, you agree it is your responsibility to keep all information and *documents* confidential, in a secure location, and assure that no one else can access them. If any of your information, *documents*, checks or cards are lost or stolen please contact us immediately to minimize your liability (please see Provisions 12. and 16.). In fairness to the members, if a copy of your information or a *document* you requested or your passwords, codes, PINs or other data, is/are lost or stolen, we will investigate your use of ordinary care in the matter. If we determine that you failed to use ordinary care (i.e., were negligent) in handling or safeguarding the copy of your information or a *document* or any access information, and your negligence contributes to a loss from *actions* or *transactions* (other than a loss addressed by the Electronic Fund Transfer Act), you may be responsible for all losses, costs and fees that we incur as a result of the loss or theft.

b. Reviewing Products and Services with Us Online

We may offer an internet service that allows you to review and maintain the products and services you have with us online. For your convenience, we may note your request for an internet service on a form or enter it in *our records*. You understand this service may be governed by the contract you agree to online, the MSA, all other contracts as applicable and *our records*. Should you have any questions about these services, please contact us at your earliest convenience.

c. Lack of Capacity and Undue Influence

If we believe you do not have the capacity to *take actions* or *conduct transactions*, or a person is exerting undue influence over you, we may act to prevent losses for you and us (though are not obligated to do so). Such measures include, but are not limited to, 1) declining to follow instructions, 2) suspending all methods to access the accounts and any loan or line of credit (or any other product or service) with us, 3) placing a hold on the funds in the accounts (as explained in Provision 21.b.) with us, 4) performing due diligence to determine if you have the capacity to *take actions* or *conduct transactions* or are a victim of undue influence over your affairs with us, and 5) notifying the appropriate authorities. Though we may undertake any of these activities, you agree we are not required to do so. You further agree we may continue the hold on the funds and decline all requests and the suspension of all methods to access the products and services with us, until we 1) determine that you can personally handle your own business and affairs and/or are not the victim of undue influence, or 2) receive lawful notice otherwise instructing us what to do.

d. Computer System and Internet Service Disruptions

While we do our best to minimize disruptions to our internet services, website and *computer system*, disruptions may occur on a planned and unplanned basis. We strive to restrict such disruptions to non-business hours, but are not always able to do so. In the event of planned disruptions (for upgrades and repairs), we may provide advanced notice and assist you when contacted during business hours. In the event of unplanned disruptions (caused by natural or other emergencies or problems), we have taken every precaution to protect your information and funds, and

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will be working to restore our internet services, website or *computer system* to normal operations as soon as possible. We apologize in advance for any inconvenience that a disruption causes you, and greatly appreciate your patience and understanding. Should you need assistance during a disruption, please contact us during business hours and we will do our best to assist you.

e. Proactive Steps for Data Security Incidents

While we take every precaution to protect the information in our *computer system*, in the event of a data security breach we (or our associate) may notify you about the specific matter, the information involved, along with any instructions for you to minimize or eliminate potential problems. Please be assured that we have taken every proactive measure to safeguard the information and the funds you have with us. Should you have any questions about a data security incident, please contact us at your earliest convenience and we will be happy to assist you.

f. Please Help Us with Recommendations or Complaints!

We apologize in advance for any inconvenience or dissatisfaction we may cause you, and thank you for giving us the opportunity to address any recommendation or complaint. Excellent member service and your complete satisfaction with our accounts, loans, products and services are extremely important to us. Therefore, *we take all complaints very seriously*, and *greatly appreciate any recommendations to improve our service*! Please contact us during business hours and we will do our best to address your suggestion or problem immediately.

We thank you in advance for your time and valuable input, and will do our utmost to address all suggestions or concerns expediently and in a manner that serves the best interests of the members and you!

g. Suspension of an Action or Transaction

For your and our protection and/or to *manage* our business, you understand we may suspend (hold and delay) an *action* or *transaction on* an account, loan, product or service for any reason not prohibited by law, including: 1) methods inoperative due to emergencies or problems, 2) the product or service has been terminated, 3) we are unable to contact you, 4) failure to provide required ID or information, 5) failure to use a required method or *document*, 6) exceeding a limit or an amount set by us, 7) failure to meet a minimum balance for thirty (30) days, 8) inactive or abandoned products or services, 9) deposited check funds are not available, 10) funds are collateral for an obligation, 11) overuse of *actions* on products or services, 12) any lost or stolen check, card or access device, 13) a breach of or unauthorized access to a product or service, 14) business or compliance purposes, 15) to stop or prevent a loss, 16) the appearance of lack of capacity or victim of undue influence, 17) failure to comply with any *term* of a contract, 18) funds held or offset per a security interest or lien, 19) account and/or funds held for a dispute or uncertainty, 20) unpaid check(s) or EFT(s) for insufficient funds or stop pay, 21) deposited item(s) charged back for nonpayment or a claim, 22) a garnishment, levy or similar legal claim or notice, 23) default on any obligation, 24) limited to a savings account and voting by mail, 25) ineligible for membership, 26) membership terminated, 27) notification of death, 28) the owner for IRS reporting is removed or deceased, 29) causing us a loss, 30) not voluntarily repaying a loss, 31) anything unethical or unlawful concerning our business, 32) belief an *action* or *transaction may be* fraudulent, 33) any alteration, forgery or fraud concerning our business, 34) any falsification or misrepresentation concerning our business, 35) any alleged crime concerning our business, 36) abuse of or threats to anyone associated with us, or 37) any other reason we believe is appropriate to *manage* the business of our Credit Union.

12. Lost, Stolen or Breached Products & Services

If a check (or checks), debit card, ATM card, PIN, our check, any of your information or *documents* (that we have provided or made accessible to you), is/are lost or stolen, or there is unauthorized access to any account or service, please call us immediately at 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051. The sooner you contact us, the less liability you will have for unauthorized *actions* or *transactions*, and the sooner we can provide new accounts, products, services, checks, cards, PINs, internet services and numbers. Also, if a credit card is lost or stolen, please call us immediately toll free at 877-314-9354. In fairness to the members, we may charge a fee for terminating and starting new accounts, products, services and numbers (and replacing checks or cards) when you lose a check (or checks), ATM or debit card. However, we will not charge you a fee when checks, ATM or debit card are stolen. We may also charge you a fee for terminating and starting a new internet service and related accounts, products and services. Additionally, in fairness to the members, if you notify us of unauthorized access, *actions* or *transactions on* an account that is/are not addressed by the Electronic Fund Transfer Act or other law, we will investigate your use of ordinary care in the matter. If we determine that you failed to use ordinary care (i.e., were negligent) in handling or safeguarding the methods of access to the account, you agree that you will take responsibility for all losses, costs and fees that you or we incur. If we incur a loss or a crime or potential crime is committed concerning the products or services you have with us, you agree to cooperate with us and any person and organization with a business or law enforcement interest in the loss, crime or potential crime to assist in the enforcement of rights or the prosecution of the crime. To protect you and the members of the Credit Union, if we incur a loss or a crime or potential crime is committed against you or us pertaining to the products or services you have with us, on our request you agree to file a police report and assist with the prosecution of anyone associated with the crime or potential crime. Additionally, if we incur a loss or a crime or potential crime is committed against us or an associate pertaining to the products or services with us we may file a police report. While we will always comply with all required applicable law in addressing a loss, purported loss, crime or potential crime (such as the Truth in Lending Act and Electronic Fund Transfer Act), you understand and agree that your failure to fulfill the obligations of this Provision in specific, and the MSA in general, may result in the termination of products, services and membership with us after we have complied with all applicable law.

13. Membership, Product and Service Information

You understand that you and any owner, trustee or person you authorize may access information about the accounts, loans, products and services you have with us. You also understand any person you authorize may be able to see, access and release all information about all the accounts, loans, products or services you have with us, even if they have no ownership interest in, or access to, such accounts, loans, products or services. You understand if this person is an owner, trustee or fiduciary that you may request to remove this person (according to the MSA) or otherwise change or terminate the account, loan, product and service anytime we are open for business and as *we allow*. If this person is an agent you may remove this person at any time. For these reasons, you agree that all *actions* and *transactions on* accounts, loans, products and services with us by this person are authorized, even if they are not conducted for your benefit or according to your instructions.

If you do not want another person to be able to see, access, use and release all the information about the accounts, loans, products or services you have with us (or potentially *take actions* or *conduct transactions on* the accounts, loans, products or services), please let us know and we will explain your options to remove this person or change or terminate the accounts, loans, products or services. We may also be able to offer new or additional accounts, loans, products or services that only you may access (which may require the payment of a fee).

We may charge you a research fee to cover any employee time and other costs involved in addressing your request, or another person's or organization's lawful claim, for information concerning the accounts, loans, products or services you have with us. To avoid or reduce research fees, we encourage you to ask us about and use the internet services we offer (which will save you time and money).

We will not release your information to any person or organization without your consent unless they present us with a valid subpoena, summons, search warrant, court order or other required documentation, or the disclosure of your information is otherwise permissible under applicable law or as specified in the "Privacy Notice" disclosure. We may charge a fee for our time spent researching the information. Again, we charge this fee / require this charge so that each member is responsible for the time and expense we incur for any research caused by the member's personal circumstances, rather than imposing those costs on the members of the Credit Union. You also agree that you will be charged a research fee for addressing any claim you make concerning an *action* or *transaction on* accounts, products or services that is determined to be authorized. We charge this fee so that each member is responsible for the time and expense we incur addressing an authorized *action* or *transaction* involving that specific member, rather than imposing those costs on the members of the Credit Union. You agree to be responsible for legal advice we require to assist with or that results from any matter concerning a claim for information involving you (please see Provision 1.f.). Finally, you agree if you are ever obligated to repay us for any fees, costs, losses or liability in connection with any product or service you have or had with us, we may share your information with any associate (including but not limited to credit reporting services, collection agencies or attorneys) assisting us with the collection of your obligation, whether or not you are still a member of the Credit Union.

a. Our Records Govern Account Features

Depending on the accounts selected, we may provide or make accessible to you a number of *documents* (i.e., periodic statements, information returns, maturity notices, etc.) that contain account information. You may also be able to access information about the account(s) you have with us through an internet service we offer. You understand that for confidentiality purposes and data processing constraints, *documents* and internet services may not include all the information about the accounts, and do not control the ownership and survivorship features of the accounts you have with us. You agree that only the most recent service form we use (and if applicable previous forms) and/or *our records*, control the number of owners (and agents if any), trustees or fiduciaries on accounts, and the ownership and survivorship features of the accounts. To confirm the specific ownership and survivorship features of an account with us, please contact us, or request a copy of your information or a *document* in *our records*, anytime we are open for business.

b. Also see the Privacy Notice Disclosure

We recommend you also review the "Privacy Notice" disclosure, which has specific application to this Provision as well as a number of other matters throughout the MSA.

14. Accounts May Not be Transferred to Others

The accounts you have with us are non-negotiable, non-assignable and non-transferable to another person or organization. This means you may not endorse, negotiate, transfer, secure or pledge any account and the funds in any account to a person or organization other than us for any reason. Unless a person's name appears on a service form or is in *our records*, he or she may be denied access to all accounts, products and services and all funds and information pertaining to the accounts, products and services unless otherwise required by law.

15. Notice by Us to You and Notice by You to Us

To benefit our members, we may change and add to the *terms* of the MSA, which is accessible to you anytime on request and on our website. We will also notify you of any changes or additions to *terms*, rates and fees that affect our accounts, products and services as required by law. Written notice that we provide to you is effective when sent to you at the address or contact information in *our records* or that you

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may access through an internet service we offer. You understand we may rely on the information you provide to us in *our records*, for all *actions* and *transactions on* the accounts, loans, products or services you have with us. You agree we may communicate with and contact you at all addresses, phone numbers and e-mail addresses you provide in *our records*. It is your responsibility to notify us of any changes to this information, and if we accept them, those changes are part of the MSA. If we are unable to locate or contact you, we may suspend (or terminate) products and services and/or charge you a fee for our attempt to locate you. For multiple owner, trustee or fiduciary accounts, you agree that notice to one owner, trustee or fiduciary is notice to all owners, trustees or fiduciaries.

Should you have questions about any matter we have notified you about pertaining to accounts, loans, products or services, please contact us at your earliest convenience. You may communicate with us about matters pertaining to accounts, loans, products, services, *actions*, *transactions* or any other matter *by any method we allow*. We may require you to notify us about any matter in writing or to confirm the matter in writing. Any written notice from you is effective only when actually received and confirmed by us in writing at P.O. Box 28500, Green Bay, WI 54324. You agree your failure to notify us in writing about any matter on our request may have the same effect as if no notice was provided by you about the matter. You also understand that any messages, instructions or recordings (including text messages and e-mails) you leave with us are not effective unless we agree to them in writing or note that we agree to them in *our records*. You agree it is your sole responsibility (and not our responsibility) to confirm any messages, instructions or recordings that you leave with us in person or by phone during business hours. Should you have questions about any matter on which you have communicated with us (or attempted to communicate with us), please contact us during business hours and we will be happy to assist you.

16. Periodic Statements: Receipt/Access & Review

a. Purpose, Receipt of or Access to & Copies of Checks

We will provide or make accessible to you a periodic statement that shows the *transactions* and may also show *actions on* the accounts, products and services you have with us during the statement period. For multiple owner, trustee or fiduciary accounts you agree that one statement mailed to the address in *our records* or otherwise accessible as requested, is sufficient for all owners, trustees and fiduciaries on the account. To minimize unnecessary losses, please review your statements and the accounts, products and services often, as well as your information that can be reviewed instantly online as we offer. You can learn more about our internet services by going to our website or by contacting us during business hours.

If you do not receive or cannot access your periodic statement, you agree to notify us within fourteen (14) calendar days of the time you regularly receive or can access your statement. This notification will assist you and us in avoiding and reducing losses on the accounts, products and services you have with us. You further agree that your statement is correct for all purposes and we have no liability to you for any *action* or *transaction on* the accounts, loans, products or services unless you notify us within the time periods for unauthorized *transactions*, *actions*, errors or irregularities, as explained in the MSA or other contracts as applicable. Your statement may also provide you with an opportunity to review all the rates paid on accounts and payments made on loans, and any fees incurred during the period. When a check drawn on an account with us is paid, you understand we own the original of the check. We will make a copy of the check accessible to you on request for which we may charge a fee. You understand that both your statements and copies of checks are accessible to you on the date the statement is mailed to you or when they are accessible to you online as you have requested. If you request an original or sufficient copy of a check, you agree we may provide you with a substitute check or an *electronically-managed* copy of the original check.

b. Your Responsibility to Look for Errors and Fraud

You are responsible for looking at every statement and notifying us of all unauthorized *actions* and *transactions on* accounts, products and services with us (particularly withdrawals) and any fraud, errors, inconsistencies or irregularities as soon as possible. We may require you to confirm your notification in writing (or as *we allow*) and assist us in addressing the *action*, *transaction*, fraud, error or problem. You are responsible for any altered, forged or unauthorized check drawn on an account you have with us if: 1) you do not notify us within thirty (30) calendar days of the mailing or accessibility of the statement identifying the matter, or 2) someone could not reasonably detect the fraud (such as the unauthorized use of facsimile signatures). You assume this liability because you, as the drawer of your checks, are in the best position to prevent and detect any altered, forged or unauthorized check drawn on the account. You can determine an unauthorized amount, because the amount of the check on your paper and *electronic* statement does not match the amount of the check you recorded in your check register or payment records. Similarly, you can identify forged drawer's signatures on checks, counterfeit checks and unauthorized remotely created checks or drafts, because there may be a check number on your paper and *electronic* statement for a check you did not write. Only you will know the checks you authorized as well as the amount you authorized and can compare the information provided on your paper and *electronic* statement with your register or records. You agree that our retention of your checks does not affect your responsibility to look at your paper and *electronic* statements and notify us of any and all unauthorized *actions*, *transactions*, fraud, errors or irregularities within the time limits explained in the MSA, other contracts as applicable or as required by law.

1) EFT Notification Time Periods. Please see the "Electronic Funds Transfer Disclosure" (at the end of this Part 2) to review the notification time periods for erroneous and unauthorized EFTs.

c. Actions and Transactions that Appear or are Removed

On your request, we may agree to allow you to *take actions* and *conduct transactions on* products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.e.1)). Depending on the *action* or *transaction*, you understand that some information pertaining to your request may appear on or be removed from your periodic statement (or the internet services we offer) and some may not. You understand and agree that if the information pertaining to the requested *action* or *transaction* appears on or has been removed from your periodic statement (or an internet service we offer), it provides you with another method to confirm the *action taken* or *transaction*. Should you need to confirm the information pertaining to your request in *our records*, you may contact us anytime we are open for business.

d. Electronic Periodic Statements Accessible Online

We may offer an internet service that allows you to access *electronic* periodic statements (a.k.a., e-statements) online. For your convenience, we may note your request for this service on a form or enter it in *our records*. This internet service may be governed by the contract that you agree to online, the MSA, all other contracts as applicable and *our records*. Should you have any questions about this service, please contact us at your earliest convenience.

17. Exceptions to the Member Service Agreement

We may at our discretion and for any reason not prohibited by law, make exceptions to or waive any of the *terms* of the MSA to serve the best interests of the Credit Union. If we make an exception to the MSA, you understand it does not affect our right to rely on or apply any of the *terms* of the MSA in the future. You further understand and agree that we may decline to make an exception to the *terms* of the MSA based on any reason not prohibited by law.

18. Changes and Additions to Products & Services

You may *take action* to change any information or matter pertaining to a person, account, product or service as *we allow*. Changes include, but are not limited to, updating addresses, phone numbers and e-mail addresses, revising passwords, codes and PINs, adding or removing beneficiaries/POD payees, adding or terminating overdraft services or internet services, adding or removing agents, and adding or removing an owner or trustee (please see the definition of "Change" in Provision 1.d.). You may also simultaneously terminate an account, product or service along with any change to an account, product or service, which may be reflected as a "change" in *our records*. As addressed later in this Provision, you may also *take action* to add a new account, product or service with us as we offer *by any method we allow* (please see the definition of "Addition" in Provision 1.d.).

An owner, trustee or fiduciary on a multiple owner, trustee or fiduciary account may *take action* to make any changes or additions to an account, product or service acting alone. However, on the request of an owner, trustee or fiduciary to add an owner, trustee or fiduciary on a multiple owner, trustee or fiduciary account, we may require all owners, trustees or fiduciaries consent to the addition of the owner, trustee or fiduciary. Owner 1, Trustee 1 or Fiduciary 1 may remove an owner, trustee or fiduciary from the account. Any owner, trustee or fiduciary acting alone may remove themselves from the account. When any person is removed from an account, product or service it is your responsibility to change (or request our help in changing) any password, code, PIN or other security identifying number for all the accounts, loans, products or services you have with us, to prevent the person removed from *taking actions* or *conducting transactions on* the products or services. You agree that until you make such a change (or request our help in making such a change) all *actions* or *transactions on* the accounts, loans, products or services conducted by this person with the password, code, PIN or other security identifying number are authorized. By maintaining the multiple owner, trustee or fiduciary account, you consent to any changes or additions to (along with any other *actions* or *transactions on*) accounts, products and services by any other owner, trustee or fiduciary. When you request us, or we require you, to *take action* to make a change to an account, product or service, we may require you to sign or authorize a service form to *manage* the changed account, product or service. We may note the change by placing a "C" (for changed) in a box on the form. Alternatively, on your request we may agree to *manage* any changes to products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.e.1)). You understand we may charge a fee for multiple changes to accounts, products or services in a calendar year. If the owner whose SSN is used for IRS reporting purposes on a multiple owner account is removed or is deceased, we may in our discretion permit you to keep the account open. You may request or we may allow you to continue to use the account and your number by completing a new service form or by entering the information in *our records* as *we allow*.

To start a new additional account, loan, product and service, we (or you) may complete a service form, *document* or enter the information in our *computer system*. Once you have reviewed your information you will consent to the *terms* the MSA (and any other contract) and to the account, loan, product or service (please see Provision 18.a. to see the matters we address for additions of new products and/or services). We may require you to sign or authorize a service form to *manage* the new product or service. We may note the addition by placing an "A" (for added) in a box on the form. You may also simultaneously terminate an account, product or service along with an addition of a new account, product or service, which may be reflected as an "addition" in *our records*. If you wish to start new accounts, products or services under a different number (or *as we allow*), we may require you to sign or authorize a service form to *manage* the new product or service. We may note the original use of the form by placing an "O" (for original) in a box on the form. Alternatively, on your request we may agree to start, obtain your consent to, add and *manage* the new products and services with the assistance of

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our employees or the use of our *computer system* (please see Provision 1.e.1)). You agree we may review your account, employment and credit history to confirm your eligibility for any new additional account, loan, product or service. We may also require additional information from you to serve any currency needs for the new accounts, loans, products and services you have requested. You understand we may charge a fee for multiple additions to accounts, products or services in a calendar year. You agree for purposes of accuracy that we may subsequently verify and correct, complete or update your information concerning any changes or additions in *our records*. To protect all information, reduce costs and for the convenience of the members, you agree we may *electronically manage* (e.g., image or otherwise enter in our *computer system*) all changes and additions that pertain to the accounts, loans, products or services you have requested. For these same reasons, you understand and agree that once we have *electronically-managed* any paper *document* along with your information addressing the change or addition, we may also destroy the paper *document* and the information unless otherwise required by law. You agree that along with all paper *documents* and any information, all *electronically-managed documents* and your information addressing the change or addition in *our records* are binding on you and us. You understand that you may request to review or receive a copy of the information or a *document* pertaining to a change or addition in *our records* during business hours or *by any method we allow*. You agree that for all changes and additions, we may rely exclusively on the MSA, other contracts as applicable, *our records* and any changes and additions we make to these contracts from time to time. Further, you understand that any changes or additions you make to the account, loan, product or service are governed by the MSA, other contracts as applicable, *our records* and any changes and additions we make to them from time to time.

For the benefit of our members and the Credit Union, you understand and agree that we may make changes and additions to our products and services as well as changes and additions to the *terms* of the MSA at any time. We will notify you of changes and additions we make to our products, services, the MSA and other contracts as applicable as required by law. You understand and agree that you are bound by these changes and additions, and may access the current version of this Part 2 and all disclosures by contacting us during business hours, and on our website. If you do not want to be obligated to any change or addition we make to our products, services, the MSA and other contracts as applicable, you may always terminate the products, services and/or membership you have with us anytime we are open for business as explained in the MSA and other contract as applicable.

a. Matters We Address to Start a New Product and Service

When you start a new additional account, loan, product or service we: 1) may obtain relevant account, employment and credit reports as needed, 2) review important information about the new account, loan, product or service with you, 3) start the new additional account, loan, product or service you have requested, 4) enter and review the information (including the ownership and survivorship features of any account, if applicable) in a form or our *computer system* with you, 5) offer you a paper Part 2 (or offer to mail it to you), e-mail you the Part 2 (if we have an address on file), and make the Part 2 accessible to you on our website or in an internet service we offer, 6) run all required verifications and reviews, and address all applicable compliance requirements, 7) have you consent to the new account, loan, product, service and the MSA *as we allow*, and 8) ask you (or advise you to ask) if you have any questions and encourage you to contact us during business hours about any matter pertaining to the new additional products or services. Finally, we will remind you that you may always access a current Part 2 and disclosures on our website, and contact us about the information or *documents* in *our records* anytime we are open for business.

b. Changes and Additions to Products and Services Online

We may offer internet services that allow you to *take action* to change a product or service, or add a new product or service, you have with us online. For your convenience, we may note your request for the service(s) on a form or enter it in *our records*. These internet services may be governed by a contract you agree to online, the MSA, all other contracts as applicable and *our records*. Should you have any questions about of these services, please contact us at your earliest convenience.

c. Changes and Additions to Products and Services by Mail

On your request and for your convenience, we may at our sole discretion mail *documents* with your information to you to make changes or additions to the products and services. We do not advise mailing your confidential information since it exposes you to numerous problems (ID theft, fraudulent *transactions*, etc.). We recommend that you come to the Credit Union at your convenience (or use an internet service we offer) to make changes or additions to products and services. In fairness to the members, if you request us to mail your information you agree to take responsibility for all losses, costs and fees that you or we incur as a result of the theft and unauthorized use of your information. Please contact us during business hours for any questions about changes or additions by mail.

d. Denial of Additional Products or Services

For your and our protection and/or to *manage* our business, you understand we may deny a requested new additional product or service for any reason not prohibited by law, including: 1) methods inoperative due to emergencies or problems, 2) the product or service has been terminated, 3) we are unable to contact you, 4) failure to provide required ID or information, 5) exceeding a limit or an amount set by us, 6) failure to meet a minimum balance for thirty (30) days, 7) inactive or abandoned products or services, 8) any lost or stolen check, card or access device, 9) a breach of or unauthorized access to a product or service, 10) overuse of *actions* on products or services, 11) information from a third-party report,12) business or compliance purposes,13) to stop or prevent a loss,14) the appearance of lack of capacity or victim of undue influence, 15) failure to comply with any *term* of a contract, 16) funds held or offset per a security interest or lien, 17) account and/or funds held for a dispute or uncertainty, 18) unpaid check(s) or EFT(s) for insufficient funds or stop pay, 19) deposited item(s) charged back for nonpayment or a claim, 20) a garnishment, levy or similar legal claim or notice, 21) default on any obligation, 22) chronic dissatisfaction with us, 23) disparaging our reputation, 24) limited to a savings account and voting by mail, 25) ineligible for membership, 26) membership terminated, 27) notification of death, 28) the owner for IRS reporting is removed or deceased, 29) causing us a loss, 30) not voluntarily repaying a loss, 31) anything unethical or unlawful concerning our business, 32) belief an *action* or *transaction* may be fraudulent, 33) any alteration, forgery or fraud concerning our business, 34) any falsification or misrepresentation concerning our business, 35) any alleged crime concerning our business, 36) abuse of or threats to anyone associated with us, or 37) any other reason we believe is appropriate to *manage* the business of our Credit Union.

19. Lien and Security Interest in Funds

We have a lien on the funds in the account(s) you have with us under federal or state law as applicable. This means we have a right to retain the funds in the account(s) you have with us to pay any debt or obligation owed to us. Additionally, you grant us a contractual security interest in the funds in the account(s), checks and EFTs you have an interest in, which also secures any amount you owe us for any reason. Our lien rights, contractual security interest and any right of set off apply no matter the source of funds in the account, check or EFT, including directly deposited government entitlements or benefits such as Social Security deposits. However, they do not apply to any retirement accounts.

At our discretion, we may apply the funds from an account, check or EFT you have any interest in to pay off your obligations to us without notice to you at any time. You agree that if you owe us money and either you or we have terminated an account, we may re-start the account to collect or obtain money owed to us, and may subsequently terminate the account again. You understand and agree that if you owe us money, our lien rights and security interest also apply to any funds, check or item you deposit to another owner's account. You also agree that if you (or anyone you allow to use the accounts, products or services with us) owe us money and we are uncertain whether our lien rights, security interest or right of set off apply to funds, we may hold and not release the funds as explained in Provision 21.b. If we decide not to enforce our lien or contractual security interest at any time, our non-action is not a waiver of our right to enforce our lien or security interest at a later time. You agree that a security interest granted by or on behalf of one owner of an account will continue to secure that owner's obligation to us even after that owner dies.

20. Full Payment Checks for Loans and Obligations

If you are making a payment on a loan or other obligation you owe to us, please direct that payment as explained in the loan agreement or as we otherwise instruct. If you write**,** endorse or negotiate a check or any item to us that has a "full payment" legend or memo (such as "Paid in Full") or other language intended to indicate full satisfaction of any outstanding obligation, you must deliver the check or other item in person to the attention of our CEO at the branch where he or she works. Otherwise, any payment you make is accepted with full reservation of our rights to recover any and all outstanding obligations or indebtedness you owe us.

21. Third Party Actions and Uncertainty about Funds

a. Third Party Legal Actions or Matters Concerning You

If a person or organization notifies us of a legal action or other matter concerning you or the accounts, products and services you have with us, we may provide information and pay funds from an account in response to that legal action or matter. Alternatively, we may withhold information and hold funds in an account until the legal action or matter is resolved or we have completed any necessary due diligence. Examples of such actions and matters include, but are not limited to, a levy, garnishment, attachment, claim, court order, litigation, prosecution, investigation or other dispute. All legal actions or matters are subject to our lien rights and contractual security interest in the funds in an account. You understand and agree that we may charge you a research fee for research for any time spent by our employees (or associates) addressing any legal action or matter concerning you or the accounts, products, services you have with us. We charge this fee so that each member is responsible for the time and expense we incur addressing a non-Credit Union legal action or matter pertaining to you, rather than imposing those costs on the members of the Credit Union. You also agree to be responsible for legal advice we require in connection with any non-Credit Union legal action, matter or dispute involving you or the accounts, products and services you have with us (please see Provision 1.f.).

b. Disputes or Uncertainty about Accounts and Funds

If there is a dispute over, or we are uncertain who is authorized to access, an account, the funds in an account or funds in our possession, you agree we may hold the funds, and suspend all *actions* and *transactions on* an account, products and services. The hold on the funds and suspension on the account, products and services will continue until all persons and organizations affected by the dispute or uncertainty agree in writing what should be done with the account and/or funds, or until we receive appropriate notice or direction from a court or other legal authority instructing us what to do. Examples of uncertainty include, but are not limited to, 1) conflicting, illegible or missing information and/or *documents* in *our records*, 2) competing claims to the funds, 3) our need to complete due diligence on any claim made to the funds, 4) a person's apparent lack of capacity or a potential victim of undue influence (e.g., elder abuse), or 5) the applicability of lien rights or security interests. During the hold period, we will continue to pay dividends/interest on the funds held in an account as explained in the "Rate and Fee Disclosure." You understand that a

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suspension of access to an account, products and services, and/or hold on funds, is beneficial to you and us to assure that only an authorized person or organization may access the account or funds. You agree to be responsible for legal advice we require in connection with any matter concerning a dispute or uncertainty involving the accounts, products and services with us or you (please see Provision 1.f.). Alternatively, in the event of a dispute or uncertainty over who is authorized to access an account or funds, at our discretion we may deposit the funds with a court and ask the court to resolve the dispute or uncertainty over who is authorized to access the funds. In such instances, we may deduct our attorney fees and court costs from the funds to be deposited with the court. If we deposit the funds with a court, you agree the account may be terminated and that all persons and organizations will need to claim the funds by contacting the court.

22. Your Obligations to Us

If we incur any fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees) in connection with an account, loan, product or service we have provided you, or as a result of any *action*, *transaction*, error, dispute, uncertainty, membership or other matter concerning any obligated person or you, you agree that you are jointly and individually liable to us. This means you are responsible for the full repayment of any fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees), whether you are a member or not. If another person is also responsible, we may attempt to collect from that person, but we have no obligation to do so. You understand that if you owe us money and use another owner's account at our Credit Union for a *transaction* and deposit your funds or a check in that account, those funds from the deposit or check are also subject to our lien rights, security interest and your obligations and may be claimed by us. You agree we may contact you about any fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees) that you owe to us at all addresses, phone numbers and e-mail addresses you have shared with us by any method of communication you have agreed to. You understand that since membership is a privilege, if you cause us a loss (even if discharged in bankruptcy), we may request you to voluntarily repay that loss to retain the privilege of membership, accounts, products and services, or be eligible for new additional products and services. Your failure to voluntarily repay a loss may result in denial or termination of existing accounts, products and services and expulsion from membership. You also agree that if you are ever obligated to us for anything, we may share your information with any associate (such as collection agencies or attorneys) assisting us with the collection of your obligation, whether or not you are still a member of the Credit Union. You understand we may report any delinquent obligations you owe to us to account and credit reporting agencies. In some circumstances, federal law requires us to report a cancellation of indebtedness to the IRS even if we still retain the right to collect that debt. If we are required to report a cancellation of a debt to the IRS, we retain the right to collect that debt from you unless we have reached a settlement with you or we are barred by law from collecting the debt.

We may deduct any fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees) from the account(s) you have with us without notice to you, regardless of the source of those funds according to our lien rights and contractual security interest (please see Provision 19.). You agree that if you owe us money and either you or we have terminated an account, we may re-start an account to receive a deposit or credit, collect the money owed to us, and then terminate the account again. You also agree to pay any other reasonable fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees) we may incur in providing you with accounts, loans, products, services, membership and *action*s or *transaction*s *on* the same, regardless of whether they are specifically covered by the MSA or other contract with us. Additionally, you understand that in the event of your death, if you owe us money for any reason, funds held in the accounts you have with us or otherwise may be used to repay your obligations to us before any funds are released to any other person or organization.

If either you or we commence legal proceedings to enforce or interpret any of the *term*s of the MSA, you and we agree the successful party is entitled to payment by the losing party for any reasonable attorney fees and costs, including those incurred on any appeal, bankruptcy proceeding and post-judgment action, unless otherwise limited or prohibited. You agree to indemnify, defend us against, and hold us harmless from any loss, damage, claim, liability or legal action (including reasonable attorney fees) arising from or related to membership, accounts, loans, products and services and your *actions* and *transactions on* the same. If any account is overdrawn, any loan is past due, or you are otherwise in default under any contract you have with us, we may suspend your ability to conduct *actions or transactions* to any or all accounts, products, services, until the default is cured.

23. Our Responsibility for Errors

If we are responsible for an erroneous action or transaction, we may be liable to you for losses up to the amount of the action or transaction unless otherwise required by law. We will not be liable for losses arising from: 1) insufficient funds to complete a transaction, 2) your negligence or the negligence of others, 3) your failure to follow any time limits, deadlines or amount limits as explained in the MSA, your other contracts and loans with us as applicable, 4) circumstances beyond our control that prevent the performance of an action or transaction (such as natural or other emergencies or problems), 5) occasions where you or we have entered information about an account, loan, product, service, action, transaction or you in our records on your request that you could have reviewed, changed, corrected and/or terminated but failed to do so, or 6) any losses caused by your failure to follow any term of the MSA, your other contracts or loans with us as applicable. Our conduct in managing all products, services, actions and transactions will constitute the use of ordinary care if such conduct is consistent with applicable law, Federal Reserve regulations and operating circulars, clearing house rules and general banking practices followed in the area in which we service our accounts. If we ever disburse an amount of funds greater than you request or order to any person or organization that you know (e.g., relative, friend, employee, business associate, creditor, etc.), you agree to assist us in recovering our funds, including participation in collection, litigation and prosecution. Finally, if you report that an action or transaction on an account, loan, product or service is erroneous or unauthorized, and we determine that the action or transaction was taken, conducted and/or assisted by your family member, friend or employee (which is potentially a crime), we will investigate your use of ordinary care concerning the action or transaction. If we determine that you failed to use ordinary care (i.e., were negligent) concerning the action or transaction on the account, loan, product or service (and loss is not covered by the Electronic Fund Transfer Act), you agree to take responsibility for recovering any loss. You understand that you are in the best position to address the loss and potential crime with your family member, friend or employee, rather than imposing the cost on the members of the Credit Union.

24. Accounts Determined Inactive

If the amount of funds in an account falls below the minimum balance required by the "Rate and Fee Disclosure" of the MSA, and you are not using specific products or services, we may consider an account inactive. If an account you have with us is inactive, we may charge you an inactivity fee (and may charge you a fee to notify you of any inactivity). We charge fees on inactive accounts because of the cost incurred by the members in *managing* accounts that are not being used by a member (who is also not using products or services that would otherwise justify this cost). We will discontinue the fee once you meet the balance or product use requirements. We may also terminate an inactive account and deposit the funds in another account, mail a check to you at an address in *our records*, or if allowed remit the funds to a state as unclaimed property.

25. Funds & Checks Presumed Unclaimed Property

If there is no activity on an account, such as deposits and withdrawals, and we are unable to contact you for a set period of time, state law considers the funds in the account "abandoned" and requires us send the funds to the state as unclaimed property. Once we have sent the funds to the state, the account will be terminated and you will need to reclaim the funds by contacting the appropriate state agency. Similarly, if our cashier's or teller's checks are outstanding and unpaid for a specified period of time, state law also considers them "abandoned," requiring us to send the funds to the state as unclaimed property. If anyone presents our check after the funds have been sent to the state as unclaimed property, he or she will need to seek payment by contacting the appropriate state agency.

26. Termination of Products and Services

Any owner on a one or multiple owner, trustee or fiduciary account, may terminate the account(s), products and services with us *by any method we allow*. When you request us, or we require you, to terminate an account, product or service, we may require you to sign or authorize a service form to *manage* the termination. We may note the termination by placing a "T" (for terminate) in a box on the form. Alternatively, on your request we may agree to *manage* the termination of products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.e.1)).

You agree that you (and not us) are responsible for any *action*s or *transaction*s *on* an account, loan, product or service until the account, loan, product or service is terminated. You also agree that if we pay any check or transfer on an account you have with us after the account is terminated, you will reimburse us for the amount of the check or transfer, including any fees and costs. If you ask us to change an existing account, product or service, you agree we may require you to terminate and start a new account, product, service and number *as we allow*. To cover our employee's time and costs, we may charge you a fee for multiple terminations and new accounts, products or services (a.k.a. multiple *actions*) in a calendar year.

We may terminate accounts, products, services or your number with us at any time and, without notice for any reason allowed by law, including: 1) the product or service has been discontinued, 2) a request to change a product or service, 3) we are unable to contact you, 4) failure to provide required ID or information, 5) failure to meet a minimum balance for thirty (30) days, 6) exceeding a limit or an amount set by us, 7) inactive or abandoned products or services, 8) failure to use products or services to justify membership, 9) any lost or stolen check, card or access device, 10) a breach of or unauthorized access to a product or service, 11) overuse of *actions on* products or services, 12) business or compliance purposes, 13) to stop or prevent a loss, 14) the appearance of lack of capacity or victim of undue influence, 15) failure to comply with any *term* of a contract, 16) funds held or offset per a security interest or lien, 17) account and/or funds held for a dispute or uncertainty, 18) unpaid check(s) or EFT(s) for insufficient funds or stop pay, 19) deposited item(s) charged back for nonpayment or a claim, 20) a garnishment, levy or similar legal claim or notice, 21) default on any obligation, 22) chronic dissatisfaction with us, 23) disparaging our reputation, 24) limited to a savings account and voting by mail, 25) ineligibility for membership, 26) membership terminated, 27) notification of death, 28) the owner for IRS reporting is removed or deceased, 29) causing us a loss, 30) not voluntarily repaying a loss, 31) anything unethical or unlawful concerning our business, 32) belief an *action* or *transaction may be* fraudulent, 33) any alteration, forgery or fraud concerning our business, 34) any falsification or misrepresentation concerning our business, 35) any alleged crime concerning our business, 36) abuse of or threats to anyone associated with us, or 37) any other reason to *manage* the business of our Credit Union.

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If we terminate an account, we may deposit the funds into another account you maintain with us, or mail you a check for the balance in the account at an address in *our records*. If we cannot locate you and it is allowed by law, we may remit the funds to a state as unclaimed property. You understand that whether the accounts, loans, products and services are terminated by you or us, once terminated all *actions* or *transactions* will be dishonored, not paid, refused, rejected or returned. You agree that any termination does not release any person or you from any fees, costs, losses, obligations or liabilities incurred on the account, loan, product or service under the MSA or other contract you have with us as applicable. Finally, you agree that if you owe us money and either you or we have terminated an account, that we may re-start the account to collect or obtain money owed to us, and may then terminate the account.

a. Termination of Products and Services Online

We may offer internet services that allow you to *take action* to terminate a product or service with us online. For your convenience, we may note your request for the service(s) on a form or enter it in *our records*. These internet services may be governed by any contract you agree to online, the MSA, all other contracts as applicable and *our records*. Should you have any questions about these services, please contact us at your earliest convenience.

27. Termination of Membership with the Credit Union

Membership with us is a privilege granted to you by our Credit Union under applicable law. However, you may terminate membership with us at any time by communicating to us your desire to no longer be a member of our Credit Union. When you request us to terminate membership, we may require you to sign or authorize a service form to assist us in *managing* the termination. We may note the termination by placing a "T" (for terminate) in a box on the form. Alternatively, on your request we may agree to *manage* the termination of membership with the assistance of our employees or the use of our *computer system* (please see Provision 1.e.1)).

In the interest of the members and to protect the Credit Union, we may terminate (expel) any member for cause, which includes: 1) ineligibility for membership, 2) we are unable to contact you, 3) failure to provide required ID or information, 4) exceeding a limit or an amount set by us, 5) failure to meet a minimum balance for thirty (30) days, 6) inactive or abandoned products or services, 7) failure to use products or services to justify membership, 8) any lost or stolen check, card or access device, 9) a breach of or unauthorized access to a product or service, 10) overuse of actions on of products or services, 11) business or compliance purposes,12) to stop or prevent a loss, 13) the appearance of lack of capacity or victim of undue influence,14) failure to comply with any term of a contract, 15) funds held or offset per a security interest or lien, 16) account and/or funds held for a dispute or uncertainty, 17) unpaid check(s) or EFT(s) for insufficient funds or stop pay, 18) deposited item(s) charged back for nonpayment or a claim, 19) a garnishment, levy or similar legal claim or notice, 20) default on any obligation, 21) chronic dissatisfaction with us, 22) disparaging our reputation, 23) notification of death, 24) the owner for IRS reporting is removed or deceased, 25) causing us a loss, 26) not voluntarily repaying a loss, 27) anything unethical or unlawful concerning our business, 28) belief an action or transaction may be fraudulent, 29) any alteration, forgery or fraud concerning our business, 30) any falsification or misrepresentation concerning our business, 31) any alleged crime concerning our business, 32) abuse of or threats to anyone associated with us, or 33) any other reason to manage the business of our Credit Union. You understand that for the protection and safety of our employees, volunteers, members or any associate, if you are abusive or threaten the safety of any of our employees, volunteers, members or associates, we may immediately suspend your privileges to enter our premises and do business with us in person and may begin the process to lawfully terminate all aspects of the membership relationship you have with us. Whether the privilege of membership is terminated by you or us, the termination does not release any person or you from any loans, fees, costs, losses, liabilities or other obligations to us as explained in the MSA or other contracts as applicable.

28. Decedents' Accounts, Products and Services

a. Disbursal of Funds to Representative or Claimant

If you have a one owner account or multiple owner account and have not designated any beneficiaries/POD payees on the account, on your death the funds in the account may be claimed by the representative of your estate (or a claimant (such as a creditor or relative)) as explained in Provisions 4.a. and 4.b. You agree that any representative or claimant of your estate is bound by the terms of the MSA. On an owner's death, we may require any representative of an owner's estate or other claimant to prove her or his authority with documentation as the representative of the estate or claimant of the funds before we will release the funds held in any account. Any representative of an owner's estate or claimant will also need to provide us with her or his ID, SSN, birthdate, physical address and other identifying information as we require (such as a second form of ID, thumbprint or fingerprint, etc.) for us to complete our due diligence before we can honor any claim for the funds in an account (or other product or service, such as a safe deposit box). We may require a representative of an owner's estate or claimant to indemnify, defend us against and hold us harmless before we will release the funds. We may continue to honor all actions and transactions on an account, product or service until we receive a certified copy of an owner's death certificate (or for multiple accounts, certified copies of all owners' death certificates), along with proof of the representative's or claimant's authority and identification as the representative or claimant of the estate. Every owner agrees to be responsible for legal advice we require in connection with any matter concerning a claim involving an owner's accounts, products, services or the owner (please see Provision 1.f.). Every owner also understands that if and when we honor a claim made on the funds in an owner's accounts, we may do so by issuing our check payable to the deceased owner's estate. Alternatively, if there is a dispute or uncertainty about who is entitled to the funds in an account or that we hold, we may either hold the funds or deposit them with a court at our discretion (please see in Provision 21.b.). Finally, every owner understands and agrees that if an owner owes us money for any reason, the funds held in an owner's accounts or otherwise may be used to repay the owner's obligations to us before any funds are distributed to the representative of the estate or claimant.

b. Disbursal of Funds to Beneficiaries and POD Payees

If you have a one owner account or multiple owner account and have designated any beneficiary/POD payee(s) on the account, on your death the beneficiary/POD payee(s) may claim the funds in the account as explained in Provisions 4.a. and 4.b. Before distributing funds from a deceased owner's account, we may require a certified copy of an owner's death certificate (or for multiple accounts, certified copies of all owners' death certificates). In addition, each beneficiary/POD payee may be required to provide us with her or his ID, SSN, birthdate, physical address and other identifying information or documentation as we require (such as a second form of ID, thumbprint or fingerprint, etc.).

Every owner and beneficiary/POD payee agrees to be responsible for legal advice we require in connection with any matter concerning a claim involving an owner's accounts, products, services or a beneficiary/POD payee (please see Provision 1.f.). Each beneficiary/POD payee also understands that if we honor a claim made by a beneficiary/POD payee or beneficiary's/POD payee's estate representative on the funds in an owner's accounts, we may do so by issuing our check payable to the beneficiary/POD payee or the beneficiary's/POD payee's estate. Alternatively, if there is a dispute or uncertainty about who is entitled to the funds in an account (or that we otherwise hold), we may either hold the funds or deposit them with a court at our discretion (please see Provision 21.b.). Finally, every owner and beneficiary/POD payee understands and agrees that if an owner or beneficiary/POD payee owes us money for any reason the funds held in any account or otherwise may be used to repay the obligation(s) to us before any funds are distributed to a beneficiary/POD payee or a beneficiary's/POD payee's estate.

c. Non-Authoritative Requests for Product Information

You, as an owner, trustee or fiduciary, agree that it is your responsibility to communicate information about the accounts, loans, products and services you have with us to any person(s) you believe should have that information during your lifetime (whether she or he is a representative of your estate, beneficiary/POD payee, family member, significant other, friend, trustee, fiduciary or any other person). You understand we will not be able to provide information or access to any product or service to a person until he or she has first established his or her legal authority to access the information, product or service with us.

d. Our Actions on Notification

For your and our protection, on notice of your death you agree we may suspend any product or service, begin the process of terminating products, services, number(s) and membership, collecting any outstanding obligations (if any), and preparing to disburse funds (if any) according to the MSA.

29. Waiver of Testamentary Account Distributions

You understand and agree that it is your sole responsibility (and not our responsibility) to assure that the ownership and survivorship features of the accounts, products and services you have with us, as designated by you in *our records*, accurately reflect your personal, domestic, financial, business and estate planning needs. Matters you may want to consider include, but are not limited to, those created, changed or terminated by marriage, children, grandchildren, adoption, separation, divorce, remarriage, disability, retirement, death or as a result of any agency, power-of-attorney, guardianship, conservatorship, trusts, wills, businesses, corporations, partnership agreements, contracts, indebtedness, etc.

If permitted by applicable state law, you irrevocably waive your rights to make testamentary dispositions from any account, and do so with the understanding that the ownership and survivorship features of an account (such as "multiple ownership of an account with right of survivorship" and "beneficiary/POD payee" designations) control and supersede any inconsistent testamentary disposition. It is your responsibility to assure that the ownership and survivorship features of the accounts, products and services with us accurately reflect and take into consideration your personal, domestic, financial, business and estate planning needs. In addition, you can *take action* to start, confirm, maintain, review, change, add or terminate an account, product or service at any time *as we allow*. Therefore, you irrevocably waive your right to make a testamentary disposition of any account at the Credit Union, both now and in the future. You agree that since you are in complete control of the ownership and survivorship features of the accounts with us, and can *take action* to start, change, add or terminate the accounts at any time *as we allow*, on your death we may rely exclusively on the MSA and *our records* concerning all matters that affect the accounts, products and services you have with us.

30. The MSA & State and Federal Law

Membership, accounts, products and services you have with us are primarily governed by Parts 1 and 2 of the MSA, *our records* and/or any other contract with us as applicable. They are also governed by the applicable law of the state in which the branch or service center where you started the account in person is located. If you started the account by mail, phone, or our internet services (as we offer), the accounts, products and services will be governed by the law of the State of Wisconsin. Finally, federal law and regulations, Federal Reserve operating circulars, and clearing house rules also govern our accounts, products, and services to the extent appli-

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cable. If any *term* of the MSA conflicts with controlling law, that *term* will be nullified and stricken from the MSA to the extent that it is inconsistent with the law and the law will govern. If any *term* of the MSA is declared invalid, unenforceable, unconscionable or unlawful by a court, that *term* will not affect the validity of any other *terms* of the MSA, which will continue in full force and effect.

Electronic Funds Transfer Disclosure

This Electronic Funds Transfer Disclosure describes your and our rights and responsibilities concerning electronic fund transfers (EFTs). EFTs are electronically initiated transfers of money involving an account with us and multiple access options, including Virtual Branch, direct deposits, automated teller machines (ATMs), MasterCard Debit Card (Card), and audio response system services.

1. EFT Services

a. Automated Teller Machines

You may use your Card and personal identification number (PIN) at Automated Teller Machines (ATMs) of the Credit Union, Accel, CU24, and such other machines or facilities as we may designate. At the present time, you may use your Card to:

- Withdraw cash from the checking or savings account with us.
- Transfer funds between the checking and savings accounts.
- Make inquiries on the checking and savings accounts, including current balance, recent deposits, and recent withdrawals.

b. Direct Deposit

On the instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, we will accept direct deposits by EFT of your paycheck or of federal recurring payments, such as Social Security.

c. Preauthorized Debits

You may make direct withdrawals by EFT from the checking or regular savings account you have with us to a particular person or company, at least periodically, which you have arranged with that person or company, provided you have enough funds in the account with us to cover the payment.

d. TLC – Teller Line Connection

If we approve your application for telephone access to the accounts you have with us under the TLC service, you may use a telephone to access the account with us and conduct EFTs by calling 920-499-2831. You must use your PIN along with your account number to access the accounts. At the present time you may TLC to:

- Obtain balance information on the checking and savings accounts with us.
- Transfer funds between these same accounts.
- Obtain transaction information about recent deposits/withdrawals to/from the checking accounts.

e. Virtual Branch

If we approve your application for Virtual Branch, you may use a personal computer to access the accounts. For this service, you will need a personal computer with internet access. The address for Virtual Branch is www.pcmcu.org. You may select a Login ID and Security Code (password). You must use your Login ID and Security Code to access the accounts. You are responsible for the installation, maintenance, and operation of your computer and software. We will not be responsible for any errors or failures involving any telephone service, internet service provider, your software installation or your computer. At the present time, you may use Virtual Branch to:

- Transfer funds by between the checking, savings, and loan accounts with us.
- Obtain account information related to the checking, savings, or loan account regarding current balance, history, interest, rates, payroll and automatic deductions.
- Make loan payments from any checking or savings account to a loan account with us.
- Make payments to merchants (payees) using bill payment.

Transactions involving the accounts you have with us are addressed by the MSA, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

f. Bill Pay

You may use the Bill Pay service (accessed through Virtual Branch or PCMCU's Mobile App) to make payments to third parties. Use of the Bill Pay service requires enrollment in Virtual Branch and agreement to the Bill Pay service terms and conditions. You may use the Bill Pay service to:

- Make loan payments from any checking account to a loan account with us.
- Make payments from any checking account to another financial institution.
- Pay bills from any checking account with us.
- Transfer funds to other people using the person to person PopMoney (P2P) transfer feature.

g. Mobile Banking

PCMCU's Mobile App is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Virtual Branch service and make such other transactions as described in the Virtual Branch Service Agreement using compatible and supported mobile phones and wireless devices ("Wireless Device"). You agree and understand that the PCMCU's Mobile App may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through PCMCU's Mobile App are the same account and service transactions available through Virtual Branch. When you register for PCMCU's Mobile App, the designated accounts and bill payment payees linked to the account through Virtual Branch will be accessible through PCMCU's Mobile App.

For all mobile check deposits, you must endorse the original paper check with your name and write: "FOR PCM CREDIT UNION MOBILE DEPOSIT ONLY" in the endorsement area. If you fail to provide this endorsement, we may refuse the deposit and return it to you. You agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

h. MasterCard Debit Card

You may use your Debit Card to purchase goods and services any place MasterCard is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from the checking account. If the balance in the account is not sufficient to pay the transaction amount, we may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or we may terminate all services under the MSA.

i. Electronic Check Transaction

You may authorize a merchant or other payee to make a one-time electronic payment from the checking account using information from your check to pay for purchases, pay bills or pay other obligations ("Electronic Check Transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to Electronic Check Transactions, except the $50 and $500 limits of liability for unauthorized transactions in Section 4 (Member Liability) of this disclosure. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Service Limitations

a. Automated Teller Machines

i. Withdrawals. Cash withdrawals from ATMs can be made as often as you like. You may withdraw up to $810 (if there are sufficient funds in the account) per business day. For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, Sunday, and holidays are considered as one business day for the purposes of this limit.

b. TLC – Teller Line Connection

The accounts with us can be accessed under TLC via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. TLC will be available for your convenience seven (7) days a week. This service may be interrupted for a short time each day for data processing. If you call during this time, you will hear a message directing you to call back. While there is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one day, transfers from savings and money market accounts will be limited to six (6) in any one month. No transfer or withdrawal may exceed the funds available in an account with us. 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.

c. Virtual Branch

i. Transfers. You may make funds transfers to the accounts with us, or other accounts you authorize, as often as you like. However, transfers from a savings or money market account will be limited to a total of six (6) in any one month. Bill payer transactions are unlimited. You may transfer or withdraw up to the available balance in the account or available credit line at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

ii. Account Information. Account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited, due to the processing time for ATM transactions and our Funds Availability Disclosure.

iii. E-Mail and Stop Payment Requests. We may not immediately receive e-mail communications that you send and we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and will expire in fourteen (14) days unless confirmed in writing as addressed in the MSA. Contact us immediately regarding an unauthorized transaction or stop payment request.

d. Bill Pay PopMoney (P2P) Transactions

For PopMoney (P2P) transfers, limits will be set at the time you use the service and will be disclosed to you prior to your use of the service.

e. Mobile Banking

You are fully responsible for understanding how to use PCMCU's Mobile App before you actually do so, and you must use PCMCU's Mobile App in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the PCMCU's Mobile App software provided to you. If you authorize the use of Touch ID for PCMCU's Mobile App, PCMCU's Mobile App may be accessed using any fingerprint recognized by your Wireless Device, even if it is not your own. If you have permitted another person to use their fingerprints to authorize activity on your Wireless Device, their fingerprint will also gain access to PCMCU's Mobile App if you have authorized Touch ID. We will not be liable to you for

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any losses caused by your failure to properly use PCMCU's Mobile App, the Software or your Wireless Device. You may experience technical or other difficulties related to PCMCU's Mobile App that may result in loss of data, personalization settings or other PCMCU's Mobile App interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of PCMCU's Mobile App. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access PCMCU's Mobile App. Financial information shown on PCMCU's Mobile App reflects the most recent account information available through PCMCU's Mobile App, and may not be current. You agree that we are not liable for delays in updating account information accessed through PCMCU's Mobile App. We are not responsible for any actions you take based on information accessed through PCMCU's Mobile App that is not current. If you need the most current account information, you agree to contact us directly.

f. MasterCard Debit Card

There is no limit on the number of Debit Card purchase transactions you may make during a statement period. You may make up to $2,500 per day in purchases, whether PIN based or signature based. MasterCard purchases are limited to the balance available in an account. We reserve the right to refuse any transaction that would draw upon insufficient funds or 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. You are solely responsible for any disputes you may have with merchandise or services received using the Debit Card. We are not responsible for any damages, liability or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of a Card and Account with us are subject to the following conditions:

i. Ownership of Cards. Any Card or other device that we supply to you is our property and must be immediately 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, according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer the Card or Account to another person.

ii. 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 the account with us in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

iii. MasterCard Automatic Billing Updater. The account you have with us is automatically enrolled in the MasterCard Automatic Billing Updater Service (ABU). The service is provided as a benefit in order to facilitate uninterrupted processing of recurring charges you have authorized. Under the ABU service, if you have authorized a participating merchant to bill your Card for recurring payments, your new Card number and expiration date will automatically be sent to that merchant if we change your Card number (i.e. when replacing a lost or stolen Card). Card numbers are only supplied to merchants who participate in the ABU service. Because not all merchants participate in the ABU service, you should still notify each merchant when your Card number changes in order to permit recurring payments to continue to be charged to the account. You may opt out of the ABU service at any time by calling us at 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051.

iv. Currency Conversion; International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions, as established by MasterCard International, Inc., is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

3. Security of Personal Identification Number

The Personal Identification Number (PIN) is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on the accounts with us. If you authorize anyone to have or use your PIN, that authority will continue until you specifically revoke such authority by notifying us. You understand that person may use Virtual Branch, online services or debit card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature in authorizing transactions.

If you authorize anyone to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying us and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs and we suffer a loss, we may terminate your electronic fund transfer and account services immediately.

4. Member Liability

You are responsible for all transfers you authorize using your EFT services as explained in this disclosure, which is part of the MSA. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of the accounts you have with us. However, tell us at once if you believe anyone has used the account, Card or PIN and accessed the accounts with us without your authority, or if you believe 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. For transactions using a Debit Card, if you promptly notify us of your lost or stolen card, you will not be liable for any losses, provided that you exercised reasonable care in safeguarding the Card against loss or theft. Otherwise, the following limits (applicable to all other transactions) will apply to transactions using the Card. For all other EFT transactions except Electronic Check Transactions, if you tell us within two (2) business days, you can lose no more than $50 if someone accessed the account with us without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of the account or EFT service, and we can prove that we could have stopped someone from accessing the account without your permission if you had told us, you could lose as much as $500. In no event will you be liable for more than $50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows EFTs that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or accessible to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used the Card or PIN without your permission or you have lost your Card, call: 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051, or write: PCM Credit Union, P.O. Box 28500, Green Bay, WI 54324.

5. Business Days

Our business days are Monday through Friday. Holidays are not included.

6. Fees for EFT Services

There are certain fees for EFT services, as described on the Rate and Fee Disclosure. We reserve the right to impose fees at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to fees under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from the account with us if you elect to complete the transaction.

7. Right to Receive Documentation

a. Periodic Statements

All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter. If you have an EFT transaction, you will receive a statement monthly.

b. Preauthorized Credits

If you have a direct deposit made to the account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use TLC or Virtual Branch or you can call us at 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051 to find out whether or not the deposit has been made.

c. Terminal Receipt

You may get a receipt at the time you make any transaction of more than $15 using an ATM, POS terminal or Debit Card.

8. Account Information Disclosure

We will maintain the confidentiality and privacy of your information in accordance with our Privacy Policy. We will disclose information to third parties about the account or the transfers you make in the following circumstances:

- 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.
- To comply with government agency or court orders.
- If you give us your written permission.

9. Our Liability for Failure to Make Transactions

If we do not complete a transfer to or from an account with us on time or in the correct amount according to the MSA, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, or by internet browser providers such as Microsoft (Microsoft Internet Explorer), Apple (Safari), Mozilla (Firefox), Google (Chrome) or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Virtual Branch service and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. We will not be liable for the following:

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- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction, the account is closed or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if our Virtual Branch system was not properly working and such a problem should have been apparent when you attempted such a transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use a Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent the transaction.
- If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- If the error was caused by a system beyond our control such as your Internet Service Provider, any computer virus, or problems related to software not provided by us.
- If you have not given us complete, correct, and current instructions so we can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain a Card in certain instances, in which event you may contact us about its replacement.

We may establish other exceptions in addition to those listed above.

10. Termination of EFT Services

You agree that we may terminate your use of any EFT services if you, or any authorized user of an account or PIN, breach any term of the MSA, or if we have reason to believe that there has been an unauthorized use of a Card, account or identification code.

You or any other party to the account can terminate your use of any EFT services by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of EFT services will not affect the rights and responsibilities of the parties under the MSA for transactions initiated before termination.

11. Preauthorized Electronic Fund Transfers

a. Stop Payment Rights

If you have arranged in advance to allow a third party to make regular EFTs from the account(s) with us for money you owe them, you may stop payment of these preauthorized transfers from the account. You must notify us verbally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any verbal notification. If we do receive the written confirmation, the verbal stop payment order will cease to be binding fourteen (14) days after it has been made.

b. Notice of Varying Amounts

If 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 account would fall outside certain limits that you set.

c. Liability for Failures on Preauthorized Transfers

If you order us to stop one of these payments 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.

12. Notices

We reserve the right to change the terms of our EFT services. We will mail or make accessible a notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the account with us and any future changes to those regulations.

13. Billing Errors

In case of errors or questions about EFTs, telephone us at 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051 and send us a written notice. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

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

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit the account within ten (10) business days (five (5) business days for Debit Card transactions) 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 recredit the account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

14. ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) 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.
- 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.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is complete, 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 ATM 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 or code on your ATM card.
- Report all crimes to law enforcement officials immediately.

Funds Availability Disclosure

This Funds Availability Disclosure explains our policy for the availability of deposits to the checking accounts you have with us. Deposits to other accounts with us may be subject to longer holds on funds at our sole discretion.

1. General Policy

Our policy is to make funds from your deposits available to you on the first business day after we receive your deposit. Funds from cash or electronic deposits may be available immediately. Once they are available, you can withdraw the funds in cash and we will use the funds to pay your checks and electronic fund transfers (EFTs) on the account you have with us. For determining the availability of the funds from your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before we close on a business day we are open, we consider that to be the day of your deposit. However, if you make a deposit after we close or on a day we are not open, we will consider that deposit made on the next business day we are open. 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 day of your deposit. This rule does not apply at ATMs that we own or operate.

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 business day after we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first $200 of your deposit will be available on the first (1st) business day. If we are not going to make all of the funds from your deposit available on the first (1st) 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 day after we receive your deposit. If you 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, or if we provide cash back on a check you deposit, we may withhold the availability of a corresponding amount of funds that are already in the account you have with us. (We do this because the check can be returned by the institution on which it is drawn.) The funds withheld in an account will be available at the time funds from the check cashed would have been available. If we take a check for deposit 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 described in this disclosure for the type of check you deposited.

4. Longer Delays May Apply

We may delay your ability to withdraw funds from a check deposited into an account with us for an additional number of days under certain circumstances. Federal law provides exceptions to the federal funds availability schedules when:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,000 on any one day.
- You deposit a check that has been returned unpaid.

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- You have overdrawn an account with us 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 (7th) business day after the day of your deposit.

5. Special Rules for New Accounts

The following rules may apply during the first thirty (30) days after you start a new account with us:

a. Funds from electronic direct deposits will be available on the day we receive the deposit.

b. Funds from deposits of wire transfers, and the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first (1st) business day of the deposit if the deposit meets certain criteria (for example, the check must be payable to you). The excess over $5,000 may not be available until the ninth (9th) business day after the day of your deposit.

c. Funds from all other check deposits may not be available until the tenth (10th) business day after the day of your deposit.

6. Foreign Checks

Checks drawn on financial institutions located outside the United States are not subject to these policies. Such checks must be specifically identified and processed. Generally, availability of funds from foreign check deposits will be delayed until we have collected the funds from the institutions on which they are drawn.

Important Information for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, the U.S.A. Patriot Act 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, physical address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We will let you know what additional information is required.

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Privacy Notice

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FACTS	**WHAT DOES PCM CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?** 1
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. 2
What?	The types of personal information we collect and share depend on the accounts or services you have with us. This information can include: • Name, address, Social Security Number, and income • Account balances and payment history • Credit history and credit scores 3
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 PCM Credit Union chooses to share; and whether you can limit this sharing. 4

Reasons we can share your personal information	**Does PCM Credit Union share?**	**Can you limit this sharing?** 5
For our everyday business purposes—such as to process your transactions, maintain the account(s) you have with us, respond to court orders and legal investigations, or 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	Yes
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For non-affiliates to market to you	No	We do not share

To limit our sharing	• Call 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051 or • Visit us online at www.pcmcu.org 6 **Please note:** If you are a *new* member, we can begin sharing your information 30 days from the date we sent you this notice. When you are *no longer* our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions?	Call us at 920-499-2831, toll-free at 877-373-4023, or contact our Marinette Branch at 715-732-4051, or visit us online at www.pcmcu.org**.** 7

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Who We Are	8
Who is providing this notice?	PCM Credit Union.

What We Do	9
How does PCM 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, secured files and buildings, procedural safeguards and safe record storage. We will continue to review and modify our security controls in the future to deal with changes in products, services and technology.
How does PCM Credit Union collect my personal information?	We collect your personal information, for example, when you • open an account • apply for a loan • use your credit or debit card • pay your bills • make deposits to or withdrawals from the accounts with us We also collect your personal information from others, including credit bureaus or other companies.
Why can't I limit all sharing?	Federal law only gives you the right to limit: • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on the account.

Definitions	10
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *PCM Credit Union does not have any affiliates.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *PCM Credit Union does not share with non-affiliates so they can market to you*.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our marketing partners include: • *Investment companies* • *Insurance companies* • *Other financial service providers* • *Mortgage service companies*

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Notice of and Important Information about Overdraft Services and Fees

1. What You Need to Know about Us Paying Your Overdrafts and Our Overdraft Fees

An ***overdraft*** occurs when the available balance of funds in the account you have with us is inadequate to cover a check or electronic transaction (such as with your debit card or through an ATM), but we elect to pay it anyway.

We can cover your overdrafts in two different ways:

1. We have ***standard overdraft practices*** that come with the account. They are covered in Provision 6.k. and this notice.
2. We also offer an ***overdraft protection service*** that draws funds from a savings or loan account you have with us, which may be less expensive than our standard overdraft practices. To learn more, ask us about these services or our overdraft plans or read about them in Provision 6.k. and this notice.

This notice explains our ***standard overdraft practices.***

2. What are the standard overdraft practices that come with the account?

We ***do*** authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using the checking account number
- Automatic bill payments

We ***do not*** authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

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 ***do not*** authorize and pay an overdraft, your transaction will be declined.

3. What fees will I be charged if you pay my overdraft(s)?

While there is no charge to authorize us to pay your overdrafts, under our ***standard overdraft practices:***

- We will charge you a fee of $3.00 each time we pay an overdraft, providing you have funds in a savings account or if you have a loan with us. Otherwise we will charge you a fee of $8.00 each time we pay an overdraft.
- There is ***no limit*** on the total fees we can charge you for overdrawing the account (generally a fee will be charged for each overdraft transaction we pay on the account).

4. To authorize and pay overdrafts on your ATM and everyday debit card transactions

- If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions drawn on the account(s) you have with us, please tell us and we will check the “Pay overdrafts for Debit Card/ATM” box on your Member Service Agreement Part 1 (the account form (or other form we use)), which will be acknowledged when you sign the Member Service Agreement Part 1 (the account form (or other form we use)).
- If you ***do not*** want us to authorize and pay overdrafts on ATM and everyday debit card transactions drawn on the account(s) you have with us, please tell us and we will ***NOT CHECK*** the “Pay overdrafts for Debit Card/ATM” box on your Member Service Agreement Part 1 (the account form (or other form we use)), which will be acknowledged when you sign the Member Service Agreement Part 1 (the account form (or other form we use)).

*Should you ever change your mind and would like to have us **pay your overdrafts on ATM and everyday debit card transactions** please tell us anytime we are open for business and we can help you acknowledge your consent to pay these transactions.*

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