



HEARTLAND CREDIT UNION
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MASTER ACCOUNT DISCLOSURE

Welcome to Heartland Credit Union! We look forward to providing you with quality, cost-effective, personalized financial services that contribute to your social and economic well-being. This Master Account Disclosure is the agreement

that governs your membership, accounts and services with us. You should read this disclosure, ask us any questions you may have, and retain this document for future reference.

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Membership, Accounts and Services Agreement

GENERAL PROVISIONS

The terms “you,” “your,” and “yours” refer to a member, account owner, service user, and the agent, beneficiary, heir or personal representative thereof, or an authorized signer of an organization member or account owner (and, if the account owner is a sole proprietor, the agent, beneficiary, heir or personal representative thereof). The words “we,” “us,” “our,” “ours,” and “credit union” refer to Heartland Credit Union. The word “account” means any savings, checking or certificate account you open with us. The term “service” means any action we perform for you, whether we receive instructions from you to perform such action verbally, electronically or in writing, or if we issue you a device, password, PIN, user name, or any other method you may use to perform such action yourself.

Contract for Membership, Accounts and Services – Your membership, accounts and services with Heartland Credit Union are governed by the Master Account Disclosure, which is a legally binding contract referred to as your and our “Agreement.” Our Agreement is composed of this Membership, Accounts and Services Agreement, the Truth-in-Savings Disclosure, Electronic Funds Transfer Disclosure, Funds Availability Policy Disclosure, Privacy Disclosure, your Membership Application, Account Agreement and other agreements we use, all of which are incorporated into the Master Account Disclosure by reference.

When you sign or otherwise validate a Membership Application, Account Agreement or other agreement we use; when you conduct a transaction or use any service we provide, or when you receive a paper or electronic statement (including a notice that your electronic statement is available to you) you agree, both for yourself and for any person or entity on whose behalf you are authorized to act, that: you are voluntarily entering into and agreeing to the terms and conditions of this Agreement; you agree that this Agreement is binding on you, your agents, personal representatives, heirs, successors and/or assigns, and on us, our successors and/or assigns; you promise that all information you provide to us, whether in oral, written, electronic or any other form, is true and complete; and you agree that we may make changes to any provision of this Agreement, and that such changes are binding on you.

Copies of This Agreement – You agree that you have received a copy of your Account Agreement and the Master Account Disclosure. You may obtain additional copies of any of the disclosure documents from any of our branches, our website at www.heartlandcu.org, or you may also ask us to send you a copy by mail or email. You may obtain a copy of your Account Agreement from any of our branches during normal business hours.

Your Responsibility to Understand this Agreement – It is your responsibility to understand and follow all terms and conditions expressed in this Agreement. If you ever have questions or difficulty understanding this Agreement or any other document we provide to you, please visit us or contact us by calling 800-362-3944. You may also submit a question to us at any time at branch@heartlandcu.org or

www.heartlandcu.org. Please remember that email is not secure and you should never include your account number or other sensitive information in an email!

Authorization to Provide Information – We may provide information to third parties, as necessary, to verify the existence or condition of your account, to conduct the transactions you authorize, and to provide you with account(s) and service(s). We may also provide such information as may be required to provide under a subpoena, summons, search warrant, court order, agency order or other legal or regulatory requirement. Please see our Privacy Policy Disclosure for additional information.

Reliance on this Agreement – You agree that we may rely exclusively on this Agreement, including any changes we may make to it from time to time, and that we are under no obligation to rely on any other documents unless we are required to do so by law. You agree that any conflict regarding what you or our employees say or write will be resolved by reference to this Agreement.

IDENTIFICATION AND AUTHORIZATION PROVISIONS

Important Information About Procedures for Opening a New Account – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

Identification Requirements – We are required to obtain information which identifies you, and you agree to provide us with any such information we request. The information we will request includes but is not limited to your current legal name, your physical (residential or business) street address, phone number, date of birth, and Taxpayer Identification Number (including a Social Security Number, Individual Taxpayer Identification Number or Employer Identification Number). You may be required to present a valid government-issued form of identification that includes your picture (for example, a driver’s license, state-issued identification card or passport. in order to conduct a transaction or perform any action described in this Agreement. If you refuse to provide us with any information we request or your current government-issued form of photo identification, you agree that we may refuse your request to conduct any transaction or to perform any other action described in this Agreement, and that our refusal to do so is not wrongful.

Authorization to Retain Copies or Images of Identification Documents – You agree that we may make and/or retain a copy or electronic image of your identification documents, including your current government-issued photo identification document.

Authorization to Retain Copies or Images of Membership, Account and Service Related Documents – You agree that we may make and/or retain a copy or electronic image of any form or document that pertains to your membership, account(s) and service(s). You agree that a copy or electronic image of a document signed by you is as valid as the original document and therefore binding on you and us.

Authorization to Obtain Information – When you complete a Membership Application, Account Agreement or Service Agreement, you authorize us to obtain information about you concerning your account, employment and credit history, including reports from third parties and credit reporting agencies. We use this information to verify your identity, and to confirm your eligibility (according to our policies and procedures) for those account(s) and service(s) you request or that we offer to you. Your authorization permitting us to obtain this information remains in effect as long as you are a member, own an account or use a related service with us.

Negative Information Reporting – We may report information, including negative information, about your account(s), service(s) and/or loan(s) to credit reporting agencies. Unpaid obligations, late payments, missed payments, or other negative situations may be reflected on your credit report(s).

Notarization Requirements – For your protection and ours, we may require you to obtain a certification from a notary public on any document you sign outside the presence of one of our employees. You agree that if we request any such certification from a notary public, and you do not obtain one, that we are under no obligation to honor any form, authorization, request, instruction or any document you provide to us, and that our refusal to honor any request due to your non-compliance with this provision is not wrongful.

MEMBERSHIP PROVISIONS

Rights and Responsibilities of Membership – The members of the credit union are its owners. Only a member of the credit union may obtain loans from us (subject to our lending policies), vote for members of the board of directors, or serve as a director of the credit union. By signing or otherwise validating a Membership Application, you agree to be bound by all provisions of this Agreement, the Bylaws of Heartland Credit Union and all applicable state and federal law.

Membership Requirements and Eligibility – To become a member of Heartland Credit Union: 1) you must show that you are within our Field of Membership, which is the list of individuals, organizations, businesses and other entities we may serve according to our Bylaws, 2) you must complete and sign our Membership Application, and 3) you must purchase one share of the credit union by opening an account, depositing at least one share, and maintaining that share at all times you have any account, service or loan with us. We will ask you to verify that you are within our Field of Membership, which is as follows:

Geographic Areas:

- Persons residing or employed, or who own property in the Wisconsin counties of: Columbia, Crawford, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk & Vernon;
- Persons residing or employed, or who own property in the Iowa counties of: Allamakee, Bremer, Buchanan, Chickasaw, Clayton, Delaware, Dubuque, Fayette, Jackson, Jones & Winneshiek;
- Persons residing or employed, or who own property in the Illinois counties of: Boone, Jo Daviess, Stephenson & Winnebago.

Employees of:

- AT&T
- Credit Union Executives Society (CUES)
- Esterline Avista
- Lands' End

Patrons of:

- Peoples Community Oil Co-op
- New Horizons Supply Co-op of Fennimore
- Dodgeville Agri Service of Dodgeville
- Agri-Tech FS with offices located in Dane, Iowa and Grant counties, Wisconsin

Employees, retirees and shareholders of:

- Alliant Energy Corporation and its subsidiaries
- International Brotherhood of Electrical Workers (IBEW) - 6th District
- International Brotherhood of Electrical Workers (IBEW) – 965 a local union for utility related electrical
- Employees and directors of independent and cooperative telephone companies and members of the Communication Workers of America (a labor union) who reside or are employed in the state of Wisconsin.
- Employees and members of CSA producers who are members of the FairShare CSA Coalition.
- Members of Landmark Services Cooperative
- Members and associate members of the Wisconsin Electric Cooperative Association (WECA) and the employees and patrons of both the WECA and its member and associate member cooperatives located in the State of Wisconsin.

Organizations, Trusts and Public Depositors:

- A public depositor*, any employee of the Credit Union, and any member of the immediate family** of any other eligible person may become a member of the Credit Union. Any organization or association may become a member of the Credit Union if a majority of the directors, owners, or members thereof are eligible for membership in the Credit Union. In addition, any organization or association that has a business location within any geographical location set forth above is eligible for membership in the Credit Union. Furthermore, any trust may become a member of the Credit Union if the majority of the persons who are settlor(s), trustee(s) and beneficiary(ies) are eligible for membership in the Credit Union.

*"Public Depositor" has the meaning given to it in Section 34.01(4), Wis. Stats.

**Members of the immediate family includes, but is not limited to: The Mother, Father, Brother, Sister, Spouse, Children, Aunt, Uncle, Grandparents, Grandchildren, Niece, Nephew, and all step-relative and in-laws of the aforementioned.

Our Right to Deny Membership – We reserve the right to deny membership to any person for any reason, except when prohibited by law. Such reasons include, but are not limited to, failing to be within our Field of Membership; failing to provide us with acceptable identification or other information we request; negative information contained in your account, employment or credit history with us or others; causing or failing to repay us for a loss; behaving in an abusive or harassing manner towards any of our employees, volunteers, members or any affiliated person or organization; or failing to comply with any of your responsibilities under this Agreement.

Memberships of Minors – We may permit a minor (an individual under the age of 18) to become a member of the credit union. If you establish your membership as a minor, we may ask you to re-affirm your Membership Application upon attaining the age of 18.

"Once a Member, Always a Member" – Once you become a member of the credit union, we will not terminate your membership because your circumstances change such that you would no longer satisfy our Field of Membership requirement. This is called a "once a member, always a member" policy. However, if you terminate your membership, you may only establish a new one if you satisfy all of our membership requirements, including our Field of Membership requirement, at the time of your application.

Membership and Associated Non-Members – We may permit you to name a non-member as a co-owner of your account(s), co-borrower of your loan(s) or a user of your service(s). However, such associated non-members do not acquire any membership rights and do not become eligible for membership by virtue of their association with your account, loan or service. If eligible, an associated non-member may establish a membership in his or her own name.

How You May Terminate Your Membership – You may terminate your membership at any time by repaying all debts to us, withdrawing all funds on deposit, terminating all your services and closing all your accounts according to the terms of this Agreement. It will also be considered your request to terminate your membership when you repay all debts to us, withdraw all funds

on deposit and discontinue all transactions and usage of any associated service. You agree that you are responsible for all liabilities or obligations to us that exist before, during or after any termination of your membership, and that such termination does not release you from any responsibilities, liabilities or obligations to us under this Agreement.

Member Expulsion – We may expel any member for any reason (except when prohibited by law) when such an expulsion is in the best interest of the credit union. Such reasons include, but are not limited to, causing and/or failing to repay us for any loss; abusing and/or misusing accounts and/or services; or abusing any of our employees, volunteers, members, or any affiliated person or organization. Any such expulsion will be conducted according to our Bylaws and applicable law.

Par Value – The par value of a membership in Heartland Credit Union is \$5.00.

Non-Transferability/Non-Negotiability of Membership – You may not transfer or negotiate your membership to any other person except in our records.

GENERAL ACCOUNT PROVISIONS

Account Opening Procedures – To open an account, you must complete a new or revised Account Agreement (or other form that we use) and provide us with any information or documentation we may request.

Account Classification – The classification of your account, which indicates whether it is a savings, checking, or certificate account, is designated on your Account Agreement (or other form that we use). A “savings account” is one used primarily for holding funds without the need for third-party transactions (although we may permit a limited number of third-party transactions on certain savings accounts). A “checking account” is one used primarily for authorizing payments to third parties, whether by check, ACH, EFT or other transaction method permitted by this Agreement. Savings and checking accounts have no specific “term” or maturity date, and account owners may generally withdraw funds from savings and checking accounts without a penalty charged by the credit union. A “certificate account” is one in which is used primarily to hold funds for a specific length of time. A certificate account will have a specific term and maturity date, and transactions are generally prohibited prior to the maturity date without the payment of a penalty to the credit union (although certain certificate accounts may permit additional deposits at any time). Unless specifically indicated, all provisions of this Agreement apply to any account type.

Titling of Accounts – Your Account Agreement discloses the ownership and survivorship features you select for your account, and the legal name(s) of the account owner(s). By signing or otherwise validating your Account Agreement, you agree that we have fully explained the ownership and survivorship features available to you and that the Account Agreement accurately, completely and truthfully describes your intentions regarding the ownership and survivorship features (including any Payable on Death designation) you have chosen. We make no representations as to the legal, tax or other appropriateness or effect of the ownership and survivorship features you select. You should consult with a legal or tax advisor if you have questions regarding the appropriateness or effect of any ownership or survivorship feature.

Account Ownership and Survivorship Features – Account ownership features describe who owns and may access the account. For personal accounts, the survivorship features describe how the funds in your account(s) will be distributed when you die. (The term Payable on Death is abbreviated as P.O.D. in this provision; further explanation of the P.O.D. feature is discussed later in this Agreement.) An account may be owned in a personal format (including one-owner, multiple-owner, or marital account formats), a fiduciary format (including a custodial, personal representative, guardianship or conservatorship, or estate format), a living trust format, or an organization format.

Personal Accounts – A personal account is one that is owned by one or more natural persons, which may be used for personal, family or household purposes only.

1. One-Owner Accounts: A one-owner account is one that you own by yourself as a member (not including fiduciary or sole proprietor accounts, which are described elsewhere). You may use your one-owner account during your

lifetime, according to this Agreement. Upon your death, the funds in your account may be released to your P.O.D. beneficiaries (if you have designated any), or to the personal representative of your estate or other legal claimant, subject to the terms and conditions of this Agreement and applicable law.

2. Multiple-Owner Accounts: A multiple-owner account is one that you own with one or more other natural persons (not including a marital account, which is described elsewhere). Multiple-owner accounts are subject to the following provisions:

a. Right of Survivorship: Each owner of a multiple-owner account owns the account with right of survivorship, which means that when an account owner dies, ownership of the account passes to the surviving owner(s) of the account, subject to the terms of this Agreement and Wisconsin law. Upon the death of the last surviving account owner, the funds in the account may be released to your P.O.D. beneficiaries (if you have designated any), or to the personal representative of the last surviving account owner’s estate or other legal claimant, subject to the terms and conditions of this Agreement and applicable law. You agree to notify us promptly of the death of any account owner, and to provide us with any documentation we request relating to that account owner’s death.

b. Account Access and Control: Any owner of a multiple-owner account may access the account during his or her lifetime. Each owner of a multiple-owner account is authorized and deemed to act on behalf of any other owner(s). Any account owner may act alone to conduct transactions on the account or pledge the funds in the account as security for any obligation to us according to the terms of this Agreement. You agree that you guarantee the signature of any other account owner(s). You agree that we are under no obligation to inquire about or to notify any owner(s) of any transaction performed by any other owner. Each of you agrees to indemnify, defend and hold us harmless for any transaction or action concerning the account taken by any owner (including an account owner’s agent) which results in a liability to us.

c. Owner Liability: Each account owner, both jointly (together) and severally (alone), is liable to us for any and all transactions conducted on the account, including any overdrafts or deposit items that are returned to us unpaid, regardless of who conducted or benefited from the transaction. In addition, each account owner is also jointly and severally liable to us for any and all fees assessed to the account, regardless of who conducted or benefited from the transaction which resulted in the fee. If any account owner owes us money for any reason, including an overdraft or a deposit item that is returned to us unpaid, we may enforce any of our rights against any account and/or all funds in an account on which that person is an owner, regardless of who deposited the funds in the account. Deductions we make from your account(s) for amounts you owe to us may overdraw the account (and result in an overdraft fee as shown in our Truth-in-Savings Disclosure), may result in the dishonor of checks or other items for non-sufficient funds, and may result in an advance of funds from an overdraft protection source. You agree that such overdrafts, overdraft fees and advances are proper, and any such dishonor of checks or other items is not wrongful.

d. Conflicts and Disputes: If we receive conflicting instructions from, or a notice of a dispute among, the owners of a multiple-owner account, we may place a hold on the funds in the account. We may keep this hold in place until all owners reach an agreement and provide us with written instructions regarding how the account or the funds in the account should be handled, or we receive a court order instructing us how to handle the account or the funds in the account. We may obtain legal or professional advice regarding such a written agreement or court order in accordance with this Agreement.

3. Marital Accounts: A marital account is one that may be opened by two persons who are legally married to each other. The *Account Access and Control*, *Owner Liability* and *Conflicts and Disputes* provisions applicable to multiple-owner accounts also apply to marital accounts; however, the *Right of Survivorship* provision does not apply to marital accounts. The following provision describes how funds in a marital account are distributed upon the death of one of the account owners.

a. Death Distributions: Upon the death of one of the spouses who are owners of a marital account, the survivor will receive 50% of the funds on deposit in the account. The remaining 50% may be paid to the personal representative of the deceased account owner's estate, P.O.D. beneficiary(ies) or other legal claimant, subject to the terms and conditions of this Agreement and Wisconsin law.

4. Fiduciary Accounts: A fiduciary account is one that you control on behalf of another person who is the account owner and member. A fiduciary account may be styled as a custodial account (under the Wisconsin Uniform Transfers to Minors Act), representative payee account (under a federal benefits program), an estate account, a guardianship or conservatorship account, or other style to which we have agreed in writing.

We cannot provide you with advice regarding your rights or responsibilities as a fiduciary, and we have no obligation to monitor your use of the funds in your fiduciary account or to determine whether your actions are within the powers granted to you as a fiduciary. However, if we believe that any instruction you give us may expose us to any lawsuit, claim, loss, expense, liability or damage, you agree that we may refuse to honor your request, and that such refusal does not result in wrongful dishonor of any checks you have authorized. You agree to indemnify, defend, and hold us harmless from any loss, damage, claim or liability as a result of your use of a fiduciary account. Your authority to transact business on the account will remain in full force until you close the account, or until we receive a court order or other actual notice from a lawful or proper authority instructing us otherwise. Any such court order or notice will not affect any checks, drafts or items in process at the time notice is given. You agree to notify us immediately of any change to your authority as fiduciary.

You agree, as a condition of performing any transaction or account action, or before we accept for deposit a check payable to you in your fiduciary capacity, that we may request and you will provide us with documentation or other authorization that demonstrates, to our satisfaction, that you have the authority to act in your capacity as a fiduciary. If we are not provided with such documentation, you agree that we may refuse to follow any instructions you give us, and you further agree to indemnify, defend and hold us harmless for any loss you incur due to our refusal to follow your instructions. We may require you to deposit a check payable to you in your fiduciary capacity into an account that holds funds for your fiduciary relationship.

The following additional provisions apply to specific fiduciary account types:

a. Custodial Accounts: A custodial account is one that you control as a "custodian," in which you hold funds for the benefit of a "minor" under the Wisconsin Uniform Transfers to Minors Act (WIUTMA) who – for purposes of WIUTMA only – is a person who is under the age of twenty-one (21). The minor must be a member of the credit union and the minor's Social Security number is used to report dividends or interest to the IRS. This type of fiduciary account is opened by a "transferor" who provides the initial transfer of funds to the minor. The initial and all subsequent transfers to the minor are irrevocable gifts which you hold for the benefit of the minor. The account is titled in the name of the beneficiary, by your name as custodian under WIUTMA. Unless a court issues an order to the contrary, you are the only person who is entitled to conduct transactions on the account, or perform any account actions. Only one custodian is permitted for each WIUTMA account; however, as current custodian, you may name a successor custodian on the Account Agreement who may claim the account upon your resignation, death or legal incapacity. If you resign, die or become legally incapacitated and you have not named a successor custodian, access to the funds in the account will be granted in accordance with the WIUTMA. You, as custodian, control this account for as long as it remains open and when the minor reaches the age of 21, it is your responsibility (and not ours) to transfer the funds in the account to the minor. If the minor dies, the personal representative of the minor's estate may request that you turn the funds in the account over to the minor's estate.

b. Representative Payee Accounts: A representative payee account is one that you control as a "representative payee" under the regulations of the Social Security Administration, Veteran's Administration, or other federal agency, in which you hold funds for a recipient of federal benefits

payments. The beneficiary must be a member of the credit union and the beneficiary's Social Security number is used to report dividends or interest to the IRS. This type of account is titled in the name of the beneficiary, by your name as representative payee. Unless a court or applicable federal agency issues an order to the contrary, you are the only person who is entitled to conduct transactions on the account or to perform account actions. Only one representative payee is permitted for each account. The beneficiary's Social Security number is used to report dividends or interest to the IRS. If the beneficiary dies, the personal representative of the beneficiary's estate may request that you turn the funds in the account over to the beneficiary's estate.

c. Guardianship or Conservatorship Accounts: A guardianship or conservatorship account is one that you control as a "guardian" or "conservator" for the benefit of a "ward," under an order issued by a court. The ward must be a member of the credit union and the ward's Social Security number is used to report dividends or interest to the IRS. This type of account is titled in the ward's name, by your name as guardian or conservator. Barring a court order to the contrary, the guardian or conservator (whether one or more) is the only person entitled to conduct transactions or perform account actions.

d. Estate Accounts: An estate account is one that you control as a personal representative in which you hold funds for a probate estate. The estate must be a member of the credit union, and the estate's employer identification number is used to report dividends or interest to the IRS. This type of account is titled in the name of the estate. Barring a court order to the contrary, the personal representative (whether one or more) is the only person who is entitled to conduct transactions on the account or perform account actions.

5. Living Trust Accounts: A living trust account is one in which you control as a trustee of your living trust, and in which you hold funds for your living trust. Under this provision, a "living trust" is any trust in which the grantor retains the authority to revoke, modify or amend the trust, and is used primarily for personal, family or household purposes (regardless of any estate planning purposes). This type of account is titled in the name of one or more trustee(s) on behalf of the trust. Unless a court issues an order to the contrary, the trustee (whether one or more) is the only person who is entitled to conduct transactions on the account, or perform any account actions. Your trust is an agreement among the persons or organizations associated with your trust (the grantor(s), trustee(s), successor trustee(s) and/or beneficiary(ies)). The credit union is not a party to your trust and is not bound to any of its terms. You agree that it is your responsibility to ensure that your use of any account or service provided by us is consistent with the terms of your trust. We do not provide legal or tax advice and we will not provide you with advice regarding your conduct as a trustee. Your living trust account is governed by this Agreement, and you agree that we may rely exclusively on the terms of this Agreement. In the event that any term of this Agreement conflicts with any provision of your trust, you agree that this Agreement will prevail.

We may act on, and have no duty to inquire about the validity or appropriateness of, any instructions we receive from any trustee. All persons or organizations associated with your trust (all grantor(s), trustee(s), successor trustee(s) and/or beneficiary(ies)), both in a fiduciary capacity and individually, agree to indemnify, defend and hold us harmless from any loss, damage, claim, suit, judgment, cost, charge, expense or liability, including court costs and reasonable attorney's fees, that occurs as a result of any transactions on the account or any request to perform an account action. You agree that if we incur any costs, expenses or attorney's fees related to our provision of your account(s) or service(s), that we may deduct the amount of any such costs, expenses or fees from your account(s) without prior notice to you, and that you will be responsible for any additional amount owned according to the terms of this Agreement. You agree that we may require any person or organization associated with your trust to sign a statement acknowledging the obligation to indemnify, defend, and hold us harmless from any loss, damage, claim, or liability as well as any such person's or organization's agreement with this Agreement.

Each trustee agrees that any trustee may act alone to conduct transactions on the account, to pledge the account as security for any obligation to us, or

to perform any account action. You agree that each trustee is authorized and assumed to act for and on behalf of all trustees and the trust for all account actions. Each trustee agrees that we are under no obligation to inquire about or to notify the other owners of any transaction or account action performed by any other trustee.

We may require all trustees to consent in writing to the addition or removal of any trustee by signing a revised Account Agreement or other form that we use. If we permit the addition of a trustee to an account, and that person does not sign the Account Agreement (or other form that we use), each trustee agrees that by naming the additional trustee on your Account Agreement, that person is a trustee of the account with full and equal access to it, who may conduct transactions on the account or perform account actions according to this Agreement.

You agree that the authority given under this Agreement to the trustee(s) shown on the Account Agreement will remain in full force and effect until you provide us with written notice that the trust has been revoked or revised, or if any change of trustee has occurred. If a successor trustee asserts that he or she is now the trustee of your trust, you agree that we may require and be provided with verification of such assertion before we permit the successor trustee access to the account or the funds in it. You agree that we may require you to sign a revised Account Agreement to document such changes. Only a trustee whose name is shown on the Account Agreement will be permitted access to the account.

We are neither a party to your trust nor are we bound by its terms. However, there may be times when, for your protection as well as ours, we may require verification of certain terms contained in your trust instrument in order to provide you with the account(s) and/or service(s) you request. Therefore, you agree that you will provide a complete copy of the trust agreement, including any amendments, to us whenever we may request it. When you conduct a transaction or request to perform an account action, we may require that you provide documentation or other authorization that demonstrates – to our sole satisfaction – that you have the authority to conduct transactions or perform account actions on behalf of the trust.

You agree that if we receive conflicting instructions from different trustees or we have reason to believe that following your instructions would expose us to a loss, we have the right to refuse to pay out any portion of the balance in your living trust account and/or to place a hold on your living trust account. We may hold the funds in your living trust account until all trustees involved in the dispute or uncertainty either agree in writing regarding the account and/or the funds in the account, or until we receive a court order instructing us what to do with the account and/or the funds in the account, and you agree that our refusal to pay a check under this provision is not wrongful dishonor of the check. We may obtain legal or professional advice regarding such a written agreement or court order in accordance with this Agreement.

We may require that you deposit a check payable to you as trustee of your trust into an account that holds funds for your trust.

If your living trust owes us money for any reason, including an overdraft or a deposit item that is returned to us unpaid, we may enforce any of our rights against any account and/or all funds in an account owned by the trust, regardless of which trustee deposited the funds in the account.

Correspondence, including your periodic account statements and any notices applicable to your account(s), will be sent to the name and mailing address of the trustee whose name appears first on the Account Agreement.

6. Organization Accounts – For purposes of this Agreement, an organization is an entity or trust (except a living trust, as discussed elsewhere) organized or authorized under the laws of a state or the United States, or a sole proprietor (which is a business owned and operated by a natural person). An organization account is one that is used for business, organizational or trust purposes, whether such purposes relate to a for-profit or not-for-profit enterprise.

a. Organization Account Ownership and Survivorship: An organization account is solely owned by an organization or sole proprietor. Except for an account owned by a sole proprietor, no survivorship provisions apply

to organization accounts. A sole proprietor may name one or more P.O.D. beneficiaries and, upon the death of the sole proprietor, the funds in the account may be released to the P.O.D. beneficiaries, or to the personal representative of the sole proprietor's estate or other legal claimant, subject to the terms and conditions of this Agreement and applicable law. A person designated by an organization (including a sole proprietor) as its authorized signer does not gain any ownership or survivorship rights in the account.

b. Authorized Signers – Authorized signers are those persons authorized by an organization to act on its behalf. Only an authorized signer may perform any account action or conduct transactions on accounts owned by the organization. An authorized signer may perform any account action, and may conduct any transaction on the organization's account, including but not limited to: deposits; withdrawals; transfers among or between the organization's accounts; the signing of checks, drafts, or other orders for payment or withdrawal; the issuing of instructions regarding orders for payment or withdrawal; the endorsing of checks, drafts, or other items made payable to the organization; and the receiving any information of any nature about the organization's accounts and related services.

c. One Signature Required – The signature of any one (1) authorized signer is required to perform any action authorized by this Agreement. If you establish a policy that more than one signature is required to perform any action authorized by this Agreement, you agree that such policy is for your own internal purposes only, and that we are under no obligation to honor or monitor for compliance with your policy.

d. Authorized Signer Designations - To designate, change or revoke your designation of authorized signers, we must receive from you a properly completed Depository Declaration (or other form that we use). Any Depository Declaration you complete is effective only when it is received by us and only if it is properly completed.

e. Authorized Signer Agreement - Generally, we will require each authorized signer to sign or otherwise validate a document which evidences the authorized signer's agreement to all the terms, responsibilities and liabilities of this Agreement. However, by conducting a transaction or using an account or service, you and each authorized signer agree to all terms, responsibilities and liabilities of this Agreement.

f. Credit Union Indemnification for Actions of Authorized Signers – As an account owner, you agree that you are responsible for all transactions, instructions, or other actions taken by your authorized signers, and you agree to indemnify, defend and hold us harmless from any and all losses, costs, damages, liabilities or expenses (including reasonable attorney's fees) that we or you may suffer or incur as a result of any transaction conducted or instruction issued by any of your authorized signers. We have no obligation to inquire about the use of any funds by, or the purpose of any transaction conducted by an authorized signer, and we are not responsible for any transaction conducted by your authorized signer. Additionally, we will not be liable for refusing to honor any item or instruction if we believe that an authorized signer's signature is not genuine. As an account owner, it is your responsibility to provide us with specimen signature from each of your authorized signers, and to inform us in writing immediately of any changes to your designation of authorized signer. We may require you to provide us with such written notice on a form we provide.

Payable on Death (P.O.D.) Designations and Distributions at Death – You may designate one or more specific persons or organizations as your P.O.D. beneficiaries on your one-owner, multiple-owner or sole proprietor account. A P.O.D. designation may only be made on an Account Agreement (or other form that we use) supplied by us. A P.O.D. designation is your instruction regarding who or what should receive the funds in your account upon your death and our receipt of any required documentation, subject to the terms of this Agreement. A P.O.D. designation is not permitted for any tax-advantaged account, including an Individual Retirement Account, Coverdell Education Savings Account, or Health Savings Account. We are under no obligation to notify any beneficiary of the existence of any account, or of a beneficiary's vested interest in an account, except as required by law. It is your responsibility to inform your family, legal representative(s) and/or beneficiaries about your accounts with us. We may

require any person claiming the funds in your account(s), including a personal representative, heir, trustee or other claimant to indemnify and defend us against, and hold us harmless from, any loss, damage, claim, suit or liability before we release funds from any account(s). Following your death, we may require proof of your death, proof of your personal representative or other legal claimant's entitlement to the funds in your account, or other information before we will release the funds in your account. Any distributions will be made subject to this Agreement and applicable law.

- 1. Accounts without P.O.D. Beneficiaries:** If you are the owner of a one-owner account, the last surviving owner of multiple owner account, or the owner of a sole proprietor account, and you do not name one or more P.O.D beneficiaries on your account, then upon your death the funds in the account will be distributed as follows. First, we will satisfy any claims we may have on the funds in your account. Then, the remaining funds in the account will be distributed according to the instructions we receive from the personal representative of your estate or other legal claimant.
- 2. Accounts with P.O.D. Beneficiaries:** A divorce, annulment, or similar event may revoke a P.O.D. designation in the name of a former spouse, relative of a former spouse, or domestic partner. Otherwise, if you have named one or more P.O.D. beneficiaries on your account, then upon your death (for a one-owner account) or the death of the last surviving account owner (for a multiple-owner account) the funds in your account will be distributed as follows. First, we will satisfy any claims we may have on the funds in your account. Then, the remaining funds in the account will be distributed to the P.O.D. beneficiaries surviving at the time of your death in equal shares. Your P.O.D. beneficiaries will be immediately entitled to a share the funds in your account, not your estate.

Account Changes – We may require all account owners to consent in writing to the addition or removal of any owner or P.O.D. beneficiary to or from a personal account by signing a revised Account Agreement (or other form that we use). If we permit the addition of an owner, fiduciary, trustee or authorized signer to an account, and that person does not sign the Account Agreement (or other form that we use), you agree that that person is an owner, fiduciary, trustee or authorized signer of the account with full and equal access to it, who may conduct transactions on the account or take additional actions permitted by this Agreement. An owner of a multiple-owner account may only be removed if a revised Account Agreement is completed, indicating the owner to be removed, and signed by all account owners (including the one to be removed). You may only add or remove a P.O.D. beneficiary by completing a revised Account Agreement (or other form that we use). An authorized signer may be removed by completing a revised Depository Declaration.

Account Closure – You may close your account at any time by cancelling any pre-authorized transactions on the account, withdrawing all funds from the account, and requesting us to close the account. We may require your request to close an account to be provided to us in writing. We may close your account at any time without notice to you (unless required by law), or we may require you to close your account and to open a new account if there has been any change in ownership on the account; there has been any fraud committed on the account including forged checks or other unauthorized debits; there is a dispute as to the ownership of the account or the funds in the account; you have any lost or stolen checks; if we are repeatedly presented with items for payment from your account and we repeatedly refuse payment for non-sufficient funds; if you repeatedly place stop-payment orders on checks or ACH withdrawals in an effort to avoid payment to certain payees or because you have non-sufficient funds in your account; you have not provided us with all identifying information that we require; there has been any abuse of your account, including any misrepresentations; you have not complied with any provision of this Agreement; or any other reason we deem necessary to protect you or us from any loss, expense, cost or other liability. After your account is closed either by you or us, you agree that we are not responsible for payment of any check, draft, withdrawal, debit, transaction or other item. However, if we pay an item after your account is closed, you agree to reimburse us for the amount of the item.

Taxpayer Identification Numbers & Backup Withholding – We will report dividends, interest and other payments made to your account to the Internal Revenue Service ("IRS") in the name and Taxpayer Identification Number (which includes a Social Security or Employer Identification Number) of the account

owner/member. If we are advised by the IRS that there is a problem with the name and Taxpayer Identification Number you have provided to us, your account may become subject to backup withholding. If your account is subject to backup withholding, we must withhold a percentage (as determined by the IRS) of the dividends, interest or other payments to your account, which will be paid directly to the IRS.

Accounts Owned By or With Minors – We may allow an individual under the age of 18 (a minor) to open and own an account in either a one-owner or multiple-owner format, to receive those services we allow for minors, and to conduct transactions on the account. We may require a minor to open an account in a multiple-owner format with another account owner who is at least 18 years of age, and who is jointly and individually liable to us at all times and for any and all transactions on the account, and who agrees to the terms, responsibilities and liabilities of this Agreement. Regardless of the form of ownership, an account owner who is a minor has full and equal access to the account and to those services we provide to minors. We will only permit an account owner to conduct transactions on the account or to perform account actions, unless otherwise required by law. If you open an account as a minor, we may ask you to re-affirm your Account Agreement upon attaining the age of 18.

Agents and Powers of Attorney – If you wish to grant another person the authority to act as your agent to conduct transactions on your account or to perform account actions on your behalf, you must provide us with a valid Power of Attorney document. We reserve the right to refuse to accept a Power of Attorney document within 10 days after our receipt of a copy of the document for any good faith reason permitted by law (such as our belief that the power of attorney is not valid, has been revoked, or is otherwise unenforceable). A photocopy or electronic record of your power of attorney is as valid as the original, and you agree that we may keep a copy of the power of attorney document for our records. We may require you to complete a revised Account Agreement in order to document your agent's designation. Once your agent's authority to act on your behalf has been documented in our records, we will allow your agent to exercise his or her powers until we receive actual notice that you have terminated your agent's authority. This means that if you terminate your agent's authority but you fail to notify us of such termination, any transaction or action your agent takes on your behalf is valid as though the Power of Attorney is still in effect. You agree that by granting your agent the power to act on your behalf, you are guaranteeing and consenting to any and all transactions conducted or account actions taken by your agent. You agree to indemnify, defend and hold us harmless against any and all direct and indirect losses, costs, damages, liabilities or expenses (including reasonable attorney's fees) that we or you may suffer or incur as a result of your granting an agent the power to act on your behalf under a Power of Attorney. You agree that we have no obligation to monitor your agent's use of the funds in your account or to determine whether your agent's actions are within his or her powers. However, if we believe that any instruction given to us by your agent may expose us to any lawsuit, claim, loss, expense, liability or damage, you agree that we may refuse to honor your request, and that such refusal does not result in wrongful dishonor of any checks you have authorized. You also agree that we may require your agent to certify that his or her powers are still in effect in order to conduct a transaction on your account or to perform an account action.

Facsimile Signatures – You agree that it is your responsibility for maintaining the security of any facsimile signature and/or any device (such as a stamp or digital image) used to affix your, your agent's, or your authorized signer's facsimile signature. You agree that any use of your, your agent's, or your authorized signer's facsimile signature is authorized by you, and that you bear the entire risk of its unauthorized use whether or not you are negligent. You also agree that any use of your, your agent's or your authorized signer's facsimile signature is not considered a forgery or unauthorized signature. Any such facsimile signature is as effective as an original signature for all purposes, including authorizations and endorsements. You agree to indemnify, defend and hold us harmless against any and all direct and indirect losses, costs, damages, liabilities or expenses (including reasonable attorney's fees) that we or you may suffer or incur as a result of the use, misuse, unlawful use, or unauthorized use of your facsimile signature.

Non-Negotiability and Non-Transferability of Accounts – Your accounts with us are non-negotiable and non-transferable; you may not endorse, negotiate, transfer, secure or pledge any of your accounts to any person or organization other than us.

Account Insurance Coverage – In addition to the strength of our capital, members' funds are also insured to a minimum of \$250,000 per depositor by the National Credit Union Share Insurance Fund (NCUSIF), which is administered by the National Credit Union Administration (NCUA). Please visit <http://www.mycreditunion.gov/share-insurance-estimator-home> or ask us if you have any questions regarding the share insurance available to you.

TRANSACTION PROVISIONS

Account Access – Access to your accounts for transactions or to obtain information about your account is subject to all terms of this Agreement.

- 1. Who may access:** For personal accounts, only an account owner (including an agent under a power of attorney) may access the account. For fiduciary accounts, only the fiduciary may access the account. For living trust accounts, only a trustee of the trust may access the account. For organization accounts, only an authorized signer may access the account.
- 2. Access Options:** We provide you with a variety of methods to conduct transactions on your account. You may make deposits to, withdrawals from, and transfers among your accounts according to this Agreement.
- 3. Authorized Signatures:** Your signature on an Account Agreement (or other form that we use) authorizes you to access your account. If you have authorized the use of a facsimile signature, we may honor any check, draft or other item that appears to bear your facsimile signature even if the facsimile signature was applied by someone you did not authorize to do so. You agree that we may honor any transaction authorized by any person to whom you have given your account number, even if you do not authorize a particular transaction. We will bear no liability if we refuse to honor any check, draft, item or instruction if we believe the signature is not genuine.
- 4. Access to It'sMe247 Online Banking, Mobile Banking or MARS Telephone Teller Services:** The PIN or password which permits you to access your accounts using *It'sMe247*, *Mobile Banking* or *MARS* is applicable to all accounts associated with your membership and will permit access to all accounts associated with the same member number. If you enroll or use *It'sMe247*, *Mobile Banking* or *MARS*, any person who is an owner, fiduciary, trustee or authorized signer of any account associated with your membership is authorized by you to access all your accounts and to perform transactions on your account(s), whether or not they are an owner, fiduciary, trustee or authorized signer for a particular account. If you do not wish to permit such access, you must contact us and cancel your enrollment in *It'sMe247*, *Mobile Banking* and/or *MARS*.

Deposits – You may deposit funds to your account by any method we allow, as set forth in this Agreement. Currently, you may make deposits in person, at an ATM using your debit card, or by mail, night-drop, courier, wire transfer, automated clearing house (ACH), or Remote Deposit Capture (RDC).

- 1. Our Rights with Regard to Your Deposits:** We are under no obligation to accept any deposit to your account. We reserve the right to refuse a deposit in part or in full (any portion we refuse will be returned to you, subject to the terms of this Agreement). We may refuse a deposit under certain terms but offer alternative terms under which we would accept the deposit. For example, if we are uncertain that a check you ask us to deposit will be honored, we may refuse to accept it for deposit to a checking account and instead offer to accept the item for deposit to your savings account with an extended hold (please refer to our [Funds Availability Policy Disclosure](#) for more information on this scenario). You agree that we are not liable to you for any such refusal, even if such action causes us to dishonor and return any checks you have written. For this reason, it is extremely important that you do not write a check drawn on your account or otherwise authorize a withdrawal from your account until your account contains sufficient, collected funds.
- 2. Availability of Deposited Funds:** Deposits you make in person during our regular business hours will be credited to your account by 5:30 p.m.,

Monday through Friday, and by 12:00 p.m. on Saturdays. This also applies to night drop, mail, RDC and courier deposits we receive during our regular business hours. No deposit of coin or currency will be posted until we have counted and confirmed the amount you give us. When you make a deposit, we may delay the availability of some or all of the funds in the deposit in accordance with our [Funds Availability Policy Disclosure](#). Any credit you receive from us at the time of your deposit is provisional and subject to final verification. If, after further review, it is necessary to adjust the amount credited to your account, we may make any necessary adjustment for any errors, regardless of who committed the error.

- 3. Deposits by Mail, Night Drop and Courier:** We are not responsible or liable for a deposit you make by mail or courier until we actually receive the deposit, and such deposits are received by us when they are actually delivered to us. We are not responsible or liable for a deposit you make by night drop until we open the night drop, which we do once a day Monday through Friday during our normal business hours. Deposits made to a night drop after we have opened it for the day will be received by us on the following business day. To ensure that a deposit or payment is received on a particular day, you must make your deposit in person to one of our employees.
- 4. Deposits of Currency:** We only accept United States currency for deposit. We are unable to convert foreign currency into United States currency, or vice versa. When you ask us to deposit currency to your account, we strongly advise that you provide us with a deposit slip showing the amount of currency in your deposit. If you make your deposit in person, we will count the currency in front of you, and verify the amount with you. If you do not make your deposit in person with one of our employees, two employees will count the currency in your deposit to verify the amount. If the amount we verify is different than the amount shown on your deposit ticket, we will credit your account for the amount we count and verify, and inform you of the difference. If you do not provide us with a deposit ticket, you agree that our count and verification of any currency you deposit, and the subsequent credit to your account, are true and accurate.
- 5. Deposits of Checks, Drafts or Other Items:** For your protection, we may need to know the circumstances under which a check was given to you, and we may ask you for additional information to determine whether your check may be subject to any kind of fraudulent intent. Whether we ask you or not, when you ask us to deposit a check, you agree that you have told us all facts, circumstances or information of which you are aware that may indicate any fraudulent element of the transaction, enterprise or activity with which the check is associated. If you ask us to deposit a check that we suspect to be associated with any kind of fraud and we refuse to accept it, you agree that for your protection and benefit we may place notes on the face of the check indicating the type(s) of fraud(s) we suspect before we return the check to you.

If we believe that a check will be dishonored, returned or subject to a claim at any time after we accept it from you and we have not yet forwarded the check for collection and payment, you agree that we may reverse the deposit and return the check to you for collection through other means. You agree that we are not liable to you for any such reversal, even if such action causes us to dishonor and return any checks you have written.

The following special provisions apply to checks you ask us to deposit:

- a. Substitute Checks:** We may accept substitute checks for deposit, subject to our approval. Please refer to our [Substitute Checks and Your Rights](#) disclosure for more information regarding substitute checks.
- b. Dates on Checks:** A check is "stale-dated" when more than six months have passed since the date on the check. A check is "post-dated" when the date on the check is in the future. We are under no obligation to accept for deposit either stale-dated or post-dated checks. However, we may accept such checks for deposit, and you agree to reimburse us if the check is returned unpaid for any reason and to pay a return deposit item fee as shown in our [Truth-in-Savings Disclosure](#).
- c. Restrictive Legends:** A restrictive legend is a notation on the front of the check indicating intent to limit the negotiability of the check, such as "two signatures required," "void after 90 days," or "not valid over \$1,000." For

your protection and benefit, we will generally abide by such restrictions. However, we may accept such checks for deposit, and you agree to reimburse us if the check is returned unpaid for any reason and to pay a return deposit item fee as shown in our [Truth-in-Savings Disclosure](#).

d. Endorsements and Check Negotiation: If you wish to deposit a check, draft or other item, you must generally endorse it. An "endorsement" is your signature (and perhaps additional words) which makes the item "negotiable." When an item is negotiable, the item may be paid or transferred to another person. When you endorse a check, you should place your entire endorsement on the back of the check, at the top edge (the edge on the left side when you look at the front of the check), within a space one and one-half (1 1/2) inches from the top edge. Typically, a pre-printed area is provided for your endorsement. You should not make any marks outside this space, and although we may accept an endorsement outside this space we may also disregard any other marks you make on the check. You agree that you are responsible for any loss that results due to a delay or error in processing because you make marks, endorsements, or add other language inside or outside the endorsement area. You should endorse your check in permanent black or blue ink. We strongly recommend that you endorse your check by writing the words "For Deposit Only," then signing your name beneath. Any other style of endorsement may result in the check not being deposited to your account.

When you deposit a check on which you are not the original payee (if the check has been negotiated or "signed over" to you), we may require each previous payee to appear in person, provide proof of his or her identity, and to confirm his or her endorsement before we accept the check for deposit. If the check is payable to multiple persons, we may require each payee to endorse the check, provide proof of their identities and confirm that the endorsement shown is authentic and authorized. If you are not the named payee of the check, we may require proof of your authority to endorse the check on behalf of the payee.

If a check is payable to multiple payees and the payee names are connected by the word "and" or the symbol "&," it must be endorsed by each payee before the check is negotiable. If a check is payable to multiple payees and the names are not connected by the word "and" or the symbol "&," it may be endorsed by any one of the payees. There are other styles of making checks payable, and certain styles are ambiguous. We reserve the right to review your check and further clarify endorsement requirements at the time you make your deposit.

If you ask us to deposit an item payable to you that has not been endorsed, you specifically authorize us to endorse the item on your behalf if we so choose. If we make your endorsement on your behalf, you agree that you and our rights and liabilities with respect to the check will be determined as though you actually endorsed the item. We reserve the right to require you and all other payees (if applicable) to personally endorse any check, especially certain government checks, insurance checks or other special types of checks.

You agree that you are fully responsible for the endorsements you place on checks that are payable to you, and you agree to indemnify us for any delay or loss that you or we may incur if you fail to follow any endorsement standard set forth in this Agreement.

e. Endorsements by Persons Close to You: If a family member, friend, employee or other person close to you endorses a check made payable to you, you agree that such endorsement is authorized by you. If you have any dispute with any person with regard to an endorsement, you agree to address the matter directly with and try to recover any funds directly from that person before you contact us over any such issue. If you resolve such disputes in this manner, you may save yourself the time and effort of assisting us and/or law enforcement to recover the funds.

f. Collection of Checks: Only the financial institution on which a properly payable check is drawn (the "paying institution") is obligated to accept and consider payment for the check. When we accept a check, draft or other item from you for deposit to your account (and we are not also the paying institution), we are providing you the service of collecting payment from the paying institution on your behalf. While we conduct

this service on your behalf we may or may not provide your account with provisional credit.

During the collection process we act only as your agent and we are not responsible for handling an item beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent (another financial institution that handles the check in the collection process) or for any loss in transit, and each correspondent is liable only for its own negligence. You agree that if a deposit item we have accepted from you becomes lost in the collection process we may charge your account for the amount of the deposit item. By depositing a check with us and/or requesting us to collect payment on your behalf, you waive any notice of nonpayment, dishonor or protest regarding such items. If an item is not paid by the paying institution, you are responsible for repaying us if we have given you provisional credit for the item.

g. Provisional Credit: We may give you provisional (temporary) credit for a deposit item at the time of your deposit, which you may use subject to the terms of this Agreement. Any provisional credit we give you becomes final only when the paying institution finally pays your deposited item. We may place a hold on or withdraw any provisional credit we provided to you upon our receipt of actual or advance notice that the paying institution has dishonored (not paid) your deposit item. The expiration of a hold that we previously placed on your check or other item at the time of your deposit (a "check hold") is not confirmation that the check or other item has been finally paid. Even after the expiration of a check hold, the credit to your account is still provisional until final payment is made.

h. Returned Deposit Items: If the paying institution does not pay your deposit item, we may automatically reverse any provisional credit we gave you and withdraw the amount of the deposit item from your account. We may withdraw this amount from any account you own, regardless of whether or not the account originally received the provisional credit. In addition, we may charge a returned deposit item fee as shown in our [Truth-in-Savings Disclosure](#). You agree that we are not liable to you for any such withdrawal or fee, even if such action causes us to dishonor and return any checks you have written. We are under no obligation to provide you with prior notice of any of our actions with regard to such returned deposit items. You agree that you waive any notice of non-payment for any deposit item which is returned to us unpaid.

i. Re-presentation of Returned Deposit Items: We may, without notice to you, re-present for payment any deposit item that is returned to us because of insufficient funds. We may also pursue collection on a previously dishonored or unpaid item at any time by any method available to us, even if such methods require additional time beyond any midnight deadline limits. Our return deposit item fee, as disclosed in our [Truth-in-Savings Disclosure](#) will apply regardless of whether or not we re-present the item for payment or pursue alternate methods of collection.

j. Checks Drawn on Financial Institutions in Foreign Countries: We may accept a foreign check (one which is payable by or through a financial institution located in a foreign country) for collection, and we may provide provisional credit for the expected amount of the check once it has been converted into U.S. currency. However, we do not perform the actual currency conversion, and the final credit to your account will be calculated at the exchange rate in effect at the time of final payment. If the amount of provisional credit differs from the amount of final payment, we may adjust the amount credited to your account without prior notice to you, and you agree that we are not liable to you for any such adjustment, even if such action causes us to dishonor and return any checks you have written. Foreign checks are not subject to normal check collection processes, rules, and deadlines. It is common for the collection of foreign checks to take much longer than for checks drawn on financial institutions located in the United States. Therefore, we reserve the right to determine whether or not to provide provisional credit for foreign checks deposited to your account on a case-by-case basis. You agree that we may charge you a foreign check collection fee, as shown in our [Truth-in-Savings Disclosure](#).

k. Automated and Correspondent Check Collection Processes: We may use automated processes to collect the checks you deposit, and we may work

with other financial institutions or persons (“correspondents”) to process these checks. Automated processes typically use only the information encoded on the bottom of the front of the check, called the Magnetic Ink Character Recognition, or “MICR” line. The MICR line contains a routing and transit number (a number that identifies the paying financial institution), the account number, check number and check amount. This information is used by automated equipment to process, sort and electronically collect and pay the checks you deposit without manual verification of the signature or other parts of the check. As a result, checks you deposit are typically truncated, which means that the physical check is not used in the collection or payment process, and that we or one of our correspondents will retain the physical item and instead use just the MICR information to complete the collection or payment process. By depositing a check with us and/or requesting us to collect payment on your behalf, you agree that these automated and correspondent processes are customary and generally accepted practices among credit unions, banks and other financial institutions, and are commercially reasonable methods of collecting checks, drafts or other items on your behalf.

6. Deposits by Debit Card: You may deposit funds to your account(s) by debit card. Such deposits are subject to all terms as disclosed in our [Electronic Funds Transfer Disclosure](#).

7. Deposits by Remote Deposit Capture (RDC): You may deposit funds to your account(s) by RDC. Such deposits are subject to all terms as disclosed in our [Electronic Funds Transfer Disclosure](#).

8. Deposits by Automated Clearing House (ACH): You may authorize deposits (including direct deposit of your paycheck, or Social Security or other benefits) to your account by ACH. If you use this service to deposit funds by ACH, you agree that we have no duty to notify you when the funds are received, and you agree to confirm the deposits by reviewing your periodic statement. It is your responsibility to provide your correct account number to any person you authorize to deposit funds to your account by ACH, and we will rely on the account number you provide, even if that account number belongs to another person or organization. We may give your account provisional (temporary) credit for ACH deposits when we receive the instructions to do so, but before we receive final credit for the deposit. Provisional credit means that if we do not receive final payment for the deposit, we may reverse the credit to your account or any other account you own, and you agree to reimburse us for the amount of the deposit, even if you have already withdrawn the funds from your account. This provisional credit also means that if the funds deposited to your account by ACH are subject to reclamation (a process that allows the federal government to withdraw previously deposited federal payments), we will debit your account for the amount of the reclaimed funds and return them according to the reclamation instructions. If you wish to cancel an ACH deposit to your account (including direct deposit), you should cancel your deposit directly with the person making the deposit according to the method and deadlines established by that person. Deposits by ACH are subject to all terms as disclosed in our [Electronic Funds Transfer Disclosure](#). We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failures.

You may instruct us to perform certain distributions to one or more accounts or loans when funds are deposited to your account by ACH. You must authorize these distributions by contacting us directly, and completing any form we require.

9. Deposits by Wire Transfer: You may authorize deposits to your account by wire transfer. If you receive funds by wire transfer, you agree that we have no duty to notify you when the funds are received, and you agree to confirm the deposit by reviewing your periodic statement. You may contact us to determine if a deposit has been made. Funds from wire transfers will be deposited to your account only when we have received both the instructions and funds for the deposit. We may establish or change without prior notice to you certain cutoff times which may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations or amendments. Information about any cutoff times is available upon request. We may charge an incoming wire fee for wire transfers deposited to your account, as stated in our [Truth-in-Savings Disclosure](#), which may be withdrawn from the amount of the deposit or funds already on deposit in

your account. All wire transfer deposits made to your account will be made in U.S. dollars, and you bear all risks associated with currency conversion.

If you receive a wire transfer, we or our correspondent may use any means commercially reasonable to execute the wire transfer. Wire transfers are governed by Chapter 410 of Wisconsin Statutes, and Federal Regulation J if the transfer is performed by the Federal Reserve. If we become obligated to pay interest under Chapter 410, you agree that the rate of interest will be equal to the lowest daily dividend rate on the account to which the funds transfer should have been made or from which the funds transfer was made. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failures.

10. Erroneous Deposits: If a deposit is credited to your account by any means (including but not limited to by check, cash, ACH, or wire transfer, and whether the deposit is made in person or not), and you are not entitled to the deposit, you agree that we may automatically debit your account for the amount of the deposit that was erroneously credited to your account, and that we may perform such debit without any prior notice to you. If you withdraw any erroneously deposited funds from your account, you agree that you are obligated to immediately reimburse us for the amount of the erroneous deposit, and any associated costs or fees as stated in our [Truth-in-Savings Disclosure](#). You agree that we are not liable to you for any such debit, even if such action causes us to dishonor and return any checks you have written. We may use any legal remedy at our disposal to collect from you funds to which you are not entitled due to an erroneous deposit.

11. Claims on Deposits: If anyone makes a claim against us for an item you have deposited for any reason that includes, but is not limited to, a claim for breach of warranty based on forged or missing endorsements, alterations or conversion, you agree that we may debit your account for the amount of the item, including any fees as shown in our [Truth-in-Savings Disclosure](#). You agree that we are not liable to you for any such debit, even if such action causes us to dishonor and return any checks you have written. You agree that we may take such actions even if we have received final credit for the item, and even if you have withdrawn the funds. You agree to be responsible for any amounts you owe us under this or any other provision of this Agreement.

Withdrawals – You may withdraw funds from your account by any method we allow, including in person, at an ATM using your debit card, wire transfer or automated clearing house (ACH). We may require all withdrawal requests to be provided to us in writing, using a particular form or method. We reserve the right to refuse a withdrawal until we have received a properly authorized form, if we have requested one. We may also accept withdrawal requests from you by phone or by pre-authorized methods. Any withdrawal request may be honored at our option, even if it results in an overdraft on your account. You agree that we may charge you a fee for any overdraft as shown in our [Truth-in-Savings Disclosure](#).

You agree to protect your account number, personal identification numbers, and any other access devices we provide you, and to keep them secure from unauthorized persons. If you give your account number, PIN or other access device to another person or business, and authorize them to make any transaction on your behalf, you are authorizing any transaction conducted by that person, and you are authorizing us to honor any such transaction, whether or not you authorized a particular transaction. This means that if you give your account number, PIN, card or other access device to someone to perform a transaction, you are authorizing any and all transactions performed by that person.

1. General Withdrawal Limitations: In order to withdraw funds from your account, you must have sufficient collected available funds in your account. Your account may be charged a fee for each check, draft, ATM withdrawal, debit card purchase, ACH transfer or other item presented for payment from your account when your account does not contain sufficient funds, as shown in our [Truth-in-Savings Disclosure](#). We may refuse and are under no obligation to honor withdrawals if there are insufficient available funds in your account; if the withdrawal would require the use of uncollected funds in your account; you do not have a source of overdraft protection available to you; you are not enrolled in or eligible for our overdraft service (refer to our disclosure titled [Overdraft Service Election](#) for more information); a levy,

garnishment or attachment has been served on your account; the account is pledged as collateral or otherwise secures an obligation to us; you are in default on any loan with us; any document we require to perform the withdrawal has not been provided to us; or if the withdrawal or transfer would exceed the maximum number of withdrawals described for your particular account type in our Truth-in-Savings Disclosure. Although it is infrequent, there may be times when we are unable to access our records (such as during a power failure), and we may limit or delay withdrawals during such times. We reserve the right to require you to provide us thirty (30) days prior written notice of your intention to withdraw funds from your account(s).

2. **Debit Card Transaction Limitations:** For your protection and ours, we may set certain limits on the number of transactions you may perform using your debit card, as well as the total amount you may withdraw using your debit card. Current limitations on the use of your debit card are stated in our Electronic Funds Transfer Disclosure.
3. **Withdrawals of Cash:** We reserve the right to limit the amount of cash that you may withdraw from your account at any one time or over any period of time. If you require a large amount of cash, we encourage you to contact us ahead of time so that we may better serve your needs.
4. **Withdrawals by Check:** When you write a check drawn on your account, you are authorizing us to pay the written amount of the check to the payee. We are under no obligation to follow special instructions you add to a check you write, such as an instruction that more than one signature is required. Checks you write are payable regardless of whether you complete or sign the check. You are responsible for each check you write and for the security of your checks.

The following provisions apply to withdrawals by check, and your checking account:

a. Lost or Stolen Checks: If your checkbook, a box of checks or any individual check is lost or stolen, contact us immediately at 1-800-362-3944. The sooner you notify us, the less liability you will have for unauthorized checks, drafts, orders or other items drawn on your account.

b. Purchases of Blank Checks: Only when you purchase your blank checks from us will you be ensured that the information printed on your blank checks is correct and that the checks you write will clear your account correctly. In addition, the vendors we work with to print your checks include security features that will help prevent fraud losses. If you decide not to order checks directly from us, you agree that you accept all risk that your checks may not be paid from your account and you agree that such non-payment is not wrongful. Further, you also agree to be responsible for and to pay all reasonable costs and expenses we incur as a result of processing such check(s).

c. How to Write Your Checks: When you write a check, you are ordering us to pay that check and you agree that such payment is proper, even if you do not complete or sign the check. Always complete your checks in permanent ink (preferably black or blue ink). To write a check drawn on your account, write in the payee's name, complete the numeric and written amounts, date the check and sign your name. To protect yourself and your check from alterations, you should place the date, payee name, and amount at the far left side of the line without leaving any spaces, and draw a line after the payee's name and the written amount. You may also add a notation on the memo line to indicate the purpose of the check. Each time you write a check or authorize any other transaction, you should record it in your checkbook register. Write the check number, amount, payee's name, and purpose in your check register, and deduct the amount of the check from the balance shown in your register. This will help you track your balance, avoid overdraft fees, and detect and report altered and forged signatures. Keep your checks in a safe place where they cannot be easily stolen or accessed by others, and do not keep your checks with your picture identification. You may be liable for any loss you or we incur if you lose your checks or if they are stolen from you.

d. Dates on Checks You Write: Every check you write is properly payable,

and when you write a check you agree that we may pay it regardless of the date you write on it.

i. Stale-Dated Checks: A check is "stale-dated" when more than six months have passed since the date on the check. We are under no obligation to pay a stale-dated check. However, you agree that we may pay a stale-dated check, and you agree to hold us harmless for doing so.

ii. Post-Dated Checks: A check is "post-dated" when it is dated for a date in the future. We are under no obligation to pay a post-dated check. However, if you write a check and put a future date on it, you agree that we may pay the check before that date, and you agree to hold us harmless for doing so. You may only enforce the date on a post-dated check by notifying us (giving us a "notice") not to pay the check before its date in a manner we require, which will generally require written confirmation. You must give us reasonable time to act on the notice, to refuse payment and to return the check. You must accurately identify the check by number, account number, payee, date and amount. You may provide your notice to us orally; however, an oral notice will expire after fourteen (14) calendar days unless you confirm your notice in writing. Written notices will expire after six (6) months, and may be renewed for subsequent six (6) month periods. Renewal notices must be provided to us in writing, must be provided to us prior to the expiration of the current six month period, and must identify the check using the same information provided in the original notice. You agree that it is not our duty or responsibility to notify you of an expiring six month period; it is your responsibility to keep track of the expiration dates of the notices you provide us and to plan ahead if you need to renew an existing notice. You agree that we may pay the check if you fail to provide us with timely original, confirmation or renewal notices in a manner we require, or if you fail to provide us with complete and accurate information which we require to identify the check. You agree that we may charge you a fee for each postdated check notice you give us (whether the check is paid or not), as disclosed on our Truth-in-Savings Disclosure. If you provide us with a timely, complete and accurate post-dated item notice, and we pay the check, we will be liable to you only for the actual amount of the post-dated check.

e. Automated and Correspondent Check Payment Processes: We may use automated processes to pay the checks you write. This means that we may work with other financial institutions or persons ("correspondents") to process your checks. Automated processes typically use only the information encoded on the bottom of the front of the check, called the Magnetic Ink Character Recognition, or "MICR" line. The MICR line contains a routing and transit number (a number that identifies the paying financial institution), the account number, check number and check amount. This information is used by automated equipment to process, sort and electronically pay the checks you write without manual verification of your signature or other parts of your check. As a result, checks you write are typically truncated, which means that the physical check is not used in the collection or payment process, and that one of the financial institutions or persons processing the check (not necessarily us) will retain the physical item and instead use just the MICR information to complete the collection or payment process. This means that we may not be able to verify your signature or otherwise visually inspect your check before your check is paid. For this reason, we will not be liable for payment of any check or other item on which you have placed a restrictive legend, including but not limited to one which states that more than one signature is required. By writing a check drawn on your account, you accept these terms and agree that these processes are customary and generally accepted practices among credit unions, banks and other financial institutions, and are commercially reasonable methods of paying checks, drafts or other items. You also agree that our use of such processes is not a failure on our part to use ordinary care in paying any check you write without physically or visually examining it. Finally, you agree to monitor your statement for any unauthorized or altered checks, and to report any such checks to us promptly.

f. Check Truncation: Checks you write which are paid from your account may not be returned to you. Your statement will provide you with

sufficient information to identify the checks you write. If the checks you write are not returned to you, we will retain either the original or a copy of the check for seven (7) years after the check is paid. You may request copies of these checks from us, and we may charge you a fee for providing the copies as shown in our [Truth-in-Savings Disclosure](#).

g. Unauthorized or Altered Checks: You agree that you must promptly review your periodic statement and report to us any unauthorized transactions, including checks you write, on your account. Your statement includes sufficient information to identify unauthorized transactions, and includes the amount, date of payment and the check number. Use this information to review your checkbook register and verify each transaction. If you see a transaction on your statement that you did not authorize, or if a transaction you authorized is shown on your statement for an amount that differs from the amount you authorized, you must contact us immediately so we may assist you. You agree that you have sixty (60) calendar days from the date we provide your paper statement to you, or the date your electronic statement was posted online (whichever may be earlier) to notify us of checks with altered amounts, forged drawer's signatures, counterfeit checks or unauthorized remotely created checks. If you do not notify us within this sixty (60) day timeframe, you may not be able to recover any unauthorized check amount.

h. Remotely Created Checks: A remotely created check is one generally created by a third party as authorized by an account owner, and which is drawn on an account owned by that account owner. Often, this authorization is provided over the telephone, internet or other method of communication. Instead of being the account owner's signature, a remotely created check instead has a statement that it was authorized by the account owner. If you authorize a person to create a remotely created check drawn on your account, you may not later revoke such authorization. It is your responsibility to resolve any authorization issues directly with the third party. If you claim that a remotely created check paid from your account is unauthorized, but the creator of the check has proof of your authorization, we will not credit your account and we will pay the remotely created check from your account.

i. Checks Presented by Non-Members: If you write a check to a nonmember, who brings the check to us for payment, we may require the nonmember payee to provide his or her current, unexpired, government-issued photo ID and that we may require the payee to sign a receipt. If the non-member payee refuses to carry out any of these requirements, you agree that we may refuse to pay the check, and that our refusal to pay is not a wrongful dishonor of your check.

j. Signatures by Persons Close to You: If a family member, friend, employee or other person close to you signs a check drawn on your account you agree that such signature is authorized by you. If you have any dispute with any person with regard to the signature, you agree to address the matter directly with and try to recover any funds directly from, that person before you contact us with regard to any such dispute. If you resolve such disputes in this manner, you may save yourself the time and effort of assisting us and/or law enforcement to recover the funds.

k. Checks That Are Fraudulent, Illegible or Not Written in English: We may refuse to honor any check you write from your account if we believe that any part of the check is fraudulent, illegible or written in a language other than English. You agree that we may do this for your protection and ours, and that such refusal to honor is not wrongful. If we believe that the person presenting the check is the perpetrator of a fraud, you agree that we may retain the check in order to protect you from further loss and that such retention is not wrongful. If we believe that the person presenting the check is not the perpetrator of a fraud, but that the check is subject to fraud, you agree that we may note the type of fraud on the face of the check before we return it to the presenter.

l. Substitute Checks: We may pay substitute checks presented for payment on your account under certain circumstances. Refer to our [Substitute Checks and Your Rights](#) disclosure for more information regarding substitute checks and your account(s).

5. Withdrawals by Automated Clearing House (ACH): Generally, we permit you
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to authorize third parties to withdraw funds from your checking or savings account by ACH, although we are under no obligation to do so. If you use this service, you agree to confirm your withdrawals by reviewing your periodic statement and you further agree that we are under no obligation to notify you when a withdrawal is made. You also agree to ensure the accuracy of the account number when you provide it to third parties to make ACH withdrawals from your account and you agree to confirm such accuracy with us prior to authorizing a withdrawal. Whether you confirm the accuracy of your number with us or not, we will rely on the account number you provide to third parties, which they provide to us with any ACH withdrawal instruction. If we determine that you authorized an ACH withdrawal from your account but provided an incorrect account number for the withdrawal, and we determine that the withdrawal was instead made from the account of another member of the credit union, you agree that we may automatically deduct the amount of the withdrawal from your account without prior notice to you. You agree that we are not liable to you for any such withdrawal, even if such action causes us to dishonor and return any checks you have written. If you wish to cancel an ACH withdrawal from your account, you should cancel your withdrawal directly with the person you authorized to make the withdrawal according to the method and deadlines established by that person. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failures.

6. Withdrawals by Wire Transfer: Generally, you may withdraw funds from your account for purposes of sending a wire transfer, although we are under no obligation to do so. If you instruct us to execute a wire transfer payment order, you agree that we may charge any of your accounts for the amount of the order, whether such accounts are owned in a one-owner or multiple-owner format. We may charge you a fee for the processing of a wire transfer as stated in our [Truth-in-Savings Disclosure](#), which may be deducted from your account. We are not obligated to execute any payment order if you do not have sufficient collected available funds on deposit in your account to cover the amount of the wire plus all associated fees. Also, we are not obligated to execute any wire transfer payment order if we believe it will expose the credit union to liability or loss.

A wire transfer payment order we accept will be executed within a reasonable time after receipt, but may not necessarily be executed on the day we receive it. If you issue a payment order and instruct us to execute the order on a date other than the date we receive the order, you agree that we may execute the order on the day we receive it, unless we agree in writing to execute the order on a different day. We may establish or change without prior notice to you certain cutoff times which may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations or amendments. Information about any cutoff times is available upon request. If you give us a wire transfer payment order after any cut-off time, you agree that we may treat the order as though you gave it to us on the next business day on which we normally execute wire transfer payment orders.

Any account owner may change or cancel any wire transfer payment prior to our execution of the order, even if that person did not initiate the order. A notice of change or cancellation must describe the original order with sufficient detail so that we can identify it. A request to change or cancel a wire transfer payment order that we accept will be processed within a reasonable time after it is received. We must receive any such change or cancellation at least one (1) hour before the time when we have been instructed to execute the original order. Any change or cancellation we receive after this time is not timely, and we may reject the change or cancellation as such. If we do accept a change or cancellation of a payment order, you agree to indemnify, defend and hold us harmless from any and all losses and expenses, including reasonable attorney's fees, incurred as a result of any such actual or attempted change or cancellation.

We may establish and require you to follow commercially reasonable security procedures to verify the authenticity of a payment order, and the identity of the issuer of the order. These procedures may be changed from time to time. You will be notified of the security procedure, if any, that you must use to verify payment orders you issue to us or which may be charged against your account(s). If we require the use of such a security procedure, you agree that it is your responsibility to follow such a security procedure,

that such security procedures are commercially reasonable as a method of preventing unauthorized payment orders (including changes and cancellations of those orders), and that we are under no obligation to accept a payment order (including changes and cancellations of that order) if you do not follow the security procedure.

It is extremely important that you verify the account or identifying numbers that you provide to us or others when you initiate a wire transfer. It is the account or identifying number, and not necessarily the name, that we and other financial institutions will use to process the wire, even if the number identifies a different person or financial institution. We and other financial institutions will rely on the account or identifying numbers you provide, and you agree that you are responsible for any loss or expense incurred by our reliance on the numbers you give us.

You agree that we may confirm the information you provide us before sending a wire transfer, but that we cannot change any information you have provided to us. You agree that if the information you provide us cannot be confirmed, we may refuse to initiate the wire until you provide us with information that can be confirmed. Once an outgoing wire has been sent, the transfer is final and cannot be stopped. If you provide incomplete or inaccurate written or oral wire transfer instructions, we will not be responsible for any losses, delays or failed transactions.

International wires are subject to conditions and regulations outside of our control or the control of any U.S. authority. This means that it may take considerably longer (on the order of weeks) for an international wire to be received at its destination. All wire transfers are sent in U.S. dollars, and you bear all risks associated with currency conversion.

If you send a wire transfer, we or other financial institutions may use any means commercially reasonable to execute the wire transfer. Wire transfers will be governed by Wisconsin Statutes Chapter 410, and also Federal Regulation J if the transfer is performed by the Federal Reserve. If we become obligated to pay interest under Chapter 410, you agree that the rate of interest will be equal to the lowest daily dividend rate on the account to which the funds transfer should have been made or from which the funds transfer was made. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failures.

Check “Cashing” – Only the paying financial institution may pay a check or other item. If you ask us to “cash” a check (in other words, to provide you with cash in return for a check that you do not deposit to your account, and on which we are not the paying institution), you agree that the check may be treated as though you deposited it to your account, and that all provisions of this Agreement applicable to deposits will apply to the transaction. We reserve the right to require you to actually deposit your check, and to make a subsequent withdrawal from your account, in order to provide you with cash for your check. You agree that if any check you “cash” or deposit is returned to us unpaid for any reason, we may immediately debit any account of which you are an owner without prior notice to you, and you also agree to reimburse us for any additional amount due to us. You also agree to pay us a return deposit item fee as shown in our [Truth-in-Savings Disclosure](#), even though the item may not have been actually deposited to your account. By asking us to “cash” a check and/or requesting us to collect payment on your behalf, you waive any notice of nonpayment, dishonor or protest regarding such items.

Stop Payment Orders – Any account owner may place a stop-payment order on a check drawn on or ACH withdrawal from an account, even if the owner requesting the stop-payment order did not sign the check or authorize the ACH withdrawal. If you repeatedly place stop-payment orders on checks or ACH withdrawals in an effort to avoid payment to certain payees or because you have non-sufficient funds in your account, we may consider such activity to be account abuse, close your account, and report the closure as account abuse to credit reporting agencies. Placing a stop-payment order on a check or ACH withdrawal does not cancel or modify any agreement or contract you entered into with the payee and you must work with the payee to make alternate plans for payment. You may only cancel a stop-payment order in writing.

The following provisions apply to specific types of transactions and the stop payment provisions applicable to each:

- 1. Checks:** You may place a stop-payment order on any check issued on your account. You must provide the stop-payment order to us in a manner we prescribe, which will generally require written confirmation. The stop-payment order must contain the exact check number, account number, payee, date and amount. You must place the stop-payment order before the check is paid, and provide us a reasonable amount of time to act on your stop-payment order and to return the check. You may provide your stop-payment order to us orally; however, an oral notice will expire after fourteen (14) calendar days unless you confirm your notice in writing. A written stop-payment order on a check will expire after six (6) months, and may be renewed for subsequent six (6) month periods. Renewal stop-payment orders must be provided to us in writing, must be provided to us prior to the expiration of the current effective period, and must identify the check using the same information provided in the original stop-payment order. It is your responsibility (and not ours) to keep track of your stop payment orders and to renew expiring ones prior to the expiration date. We have no responsibility to notify you of an expiring stop-payment order. We may pay a check if you fail to provide us with a timely original, confirmation or renewal stop-payment order in a manner we prescribe, or if you fail to provide us with all required information which identifies the check. We may charge you a stop-payment order fee, as disclosed on our [Truth-in-Savings Disclosure](#). In the unlikely event that we pay a check even after you provide us with a timely, complete and accurate stop-payment order, we will be liable to you only for the actual amount of the check.
- 2. ACH Withdrawals:** You may place a stop-payment order on an ACH withdrawal from your account. You must provide the stop-payment order to us in a manner we prescribe, which will generally require written confirmation. You may either stop a particular ACH withdrawal, or you may stop all future ACH withdrawals from the same originator (the third-party you authorized to make the withdrawal). To stop a particular ACH withdrawal, the stop-payment order must contain the exact account number, amount and originator name. To stop all future withdrawals from the same originator, the stop-payment order must contain the exact account number and originator name. You must place the stop-payment order before the withdrawal is made, and provide us a reasonable amount of time to act on your stop-payment order and to return the ACH withdrawal. You may provide your stop-payment order to us orally; however, an oral notice will expire after fourteen (14) calendar days unless you confirm your notice in writing. A written stop-payment order for an ACH withdrawal has no expiration date. We may pay an ACH withdrawal if you fail to provide us with a timely original, confirmation or renewal stop-payment order in a manner we prescribe, or if you fail to provide us with all required information which identifies the ACH withdrawal. We may charge you a fee for each stop-payment order you give us, as disclosed on our [Truth-in-Savings Disclosure](#). In the unlikely event that we pay an ACH withdrawal even after you provide us with a timely, complete and accurate stop-payment order, we will be liable to you only for the actual amount of the ACH withdrawal.
- 3. Withdrawals by Debit Card:** You may not place a stop-payment order on any withdrawal you authorize by debit card, whether such withdrawal is to obtain cash or to make a purchase.
- 4. Cashier’s Checks and Money Orders:** A cashier’s check or money order is not drawn on your account. You may purchase these items from the credit union, and they are drawn on the credit union’s accounts. These types of checks have special treatment under the law, and stop-payment orders on them are generally not permitted, even if the check is lost, stolen or destroyed. Therefore, you should handle and use these types of checks carefully. If you purchase a cashier’s check or money order from us and then decide not to use it before you give it to the payee, you may return the cashier’s check or money order to us and ask us for a refund. If you paid a fee for the purchase of the cashier’s check or money order, the amount of the fee will not be refunded to you.

If you are the remitter or payee of one of our cashier’s checks or money orders, and it is lost, stolen or destroyed, you may be able to claim the funds from the check. Such claims are usually not allowed until ninety (90) days have passed from the date of the check. On the ninety-first (91st) day, the person(s) entitled to enforce the check may be able to request a replacement check. To claim the check, you must sign a statement or notice stating that you are the

rightful person entitled to the check, that it is lost, stolen or destroyed, and that you agree to indemnify, defend and hold us harmless from and against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorney's fees, which we at any time may sustain or incur because we issued the replacement check. We may also require you to purchase a bond which will ensure that we are protected in the event that the original check is presented for payment. You agree that if we replace a lost, stolen or destroyed cashier's check or money order you will return the original to us if it is later recovered.

Overdrafts – We are only obligated to pay checks, ACH withdrawals and other debits from your account if you have sufficient, collected funds on deposit. We are under no obligation to notify you if we do not pay a check, ACH withdrawal or other debit because you do not have sufficient, collected funds on deposit in your account. Therefore, you must ensure that there are sufficient, collected funds in the account before you write a check or otherwise authorize a withdrawal. We pay checks, ACH withdrawals and other debits from your account in the order in which they are received by us. This means that the order in which you write checks or authorize withdrawals may not be the order in which those checks and withdrawals are presented for payment. We may apply funds deposited to your account to your outstanding overdrafts and fees, regardless of the deposit source, including government entitlement or benefit funds (such as Social Security deposits).

When an item or request for payment is presented against your account, and you do not have sufficient, collected funds available in your account, we may use any of the following methods to handle your transaction. These methods typically apply to checking accounts, but may be used for overdrafts on any type of account.

- 1. Overdraft Protection from a Line of Credit:** We may automatically advance funds to your account from a line of credit (which you have established under our lending program) in order to pay checks or other items from your account. We will advance only the amount necessary to pay the item from your account plus all applicable fees, and we will only advance funds up to the line of credit's established limit. Advances from your line of credit that are used for overdraft protection must be repaid according to the terms of your line of credit.
- 2. Overdraft Protection from Other Accounts:** We may automatically transfer funds to your account from your other account(s) in order to pay checks or other items from your account. We will transfer only the amount necessary to pay the item from your account plus all applicable fees. We may assess an overdraft transfer from savings fee, as shown in our [Truth-in-Savings Disclosure](#).
- 3. Our Overdraft Service:** We may consider paying your overdraft by allowing your account to be overdrawn temporarily (our "Overdraft Service.") Our Overdraft Service is discretionary, which means that we are under no obligation to provide you with this service, and we may change or withdraw any element of the service at any time and without notice to you. If we choose to honor a particular overdraft, we do not guarantee that future overdrafts will be honored. We may limit the number or maximum amount of overdrafts that we will allow on your account. Each time you use our Overdraft Service, we may charge you an overdraft fee as shown in our [Truth-in-Savings Disclosure](#). You may potentially use our Overdraft Service to authorize ATM withdrawals and non-recurring debit card purchases, but only if you specifically opt-in to the service for these transactions. If you do not opt-in to the Overdraft Service for ATM withdrawals and non-recurring debit card purchases, and an authorized transaction overdraws your account, we will post the transaction by overdrawing your account but will not charge you an overdraft fee. If you use our Overdraft Service, and we allow you to overdraw your account, you agree that you will repay us within 15 days for any amounts you owe us. If you do not repay us within 15 days, we may report negative information about your account to credit bureaus, we may close your account and terminate any related services, and we may take additional steps to collect from you the amount owed. Please see the section of this document titled [Overdraft Service Election](#) for more information.
- 4. Non-Payment:** We may refuse to pay a withdrawal or authorize your purchase if you do not have sufficient, collected funds on deposit in your

account. If we dishonor or refuse to pay any check, draft, ACH withdrawal or other item, we may charge your account a non-sufficient funds (NSF) fee, as shown in our [Truth-in-Savings Disclosure](#). If a previously dishonored check, draft, ACH withdrawal or other item is reinitiated/resubmitted and returned unpaid, additional NSF fees may be imposed at each presentation of the item. You agree that we are not liable if we refuse to pay and return any item presented against your account if you do not have sufficient, collected funds on deposit, even if the reason you do not have sufficient funds is because we have charged a fee or other amount to your account for an obligation that you owe us. If we are repeatedly presented with items for payment from your account and we repeatedly refuse payment for non-sufficient funds, you agree that we may consider such activity to be account abuse, close your account, and report the closure as account abuse to credit reporting agencies.

Transfers – You may transfer funds among your accounts with us by any method we allow, including in person, at an ATM using your debit card, by using MARS, Mobile Banking or by using *It'sMe247*. We may limit the dollar amount or the number of transfers to or from your account. Refer to our [Truth-in-Savings Disclosure](#) for any transfer limitations that apply to your particular account type. Refer to our [Electronic Funds Transfer Disclosure](#) for any transfer limitations that apply to your particular service.

Shared Branching – We participate in a shared branching network. Shared branching allows you to conduct in-person transactions on your account(s) at locations owned by other participating credit unions and certain stand-alone outlets. Shared branching access is discretionary, and we may revoke your access to the network at any time. You may not be able to perform all transactions at shared branching locations.

CERTIFICATE ACCOUNT PROVISIONS

All provisions of this Agreement apply to certificate accounts. When you open or change a certificate account, you will receive a Certificate Receipt which provides you with the balance, rate, annual percentage yield, maturity date and other important information concerning your certificate account. You should keep your Certificate Receipt with your other Account Agreement and other important documents. It is not necessary to return either the Account Agreement or the Certificate Receipt to us in order to make any withdrawals from or changes to your certificate account.

Additional Deposits – Unless your certificate account is described with the words "Add-On," you may not make additional deposits to the account prior to the maturity date. If your certificate account is described with the words "Add-On," you may make additional deposits to the account at any time.

Withdrawals – You must maintain the minimum balance required in your account at all times. If you withdraw funds from and reduce the balance in your certificate account below the minimum amount required, we may transfer any remaining funds in the certificate account to another account that you own and close your certificate account. Any withdrawal from your certificate account is subject to all provisions of this Agreement, including the Early Withdrawal Penalty and Grace Period provisions.

Early Withdrawal Penalty – If you withdraw funds from your certificate account prior to the maturity date, we may charge you a penalty equal to 180 days' dividends on the certificate. The penalty will be calculated by the following formula: the amount of the withdrawal, multiplied by the current daily periodic rate paid on the certificate (which is the dividend rate divided by 365 days or 366 days in a leap year), multiplied by 180 days. At our option, we may withdraw a penalty from the earnings on your certificate account or the principal, and a penalty may reduce either earnings, principal or both. We will waive this penalty if the withdrawal is following the death of an account owner, or if the account is part of an Individual Retirement Arrangement and the IRS would not apply a penalty for early distribution.

Grace Period – Beginning on the initial or any subsequent maturity date of your certificate account, we allow a ten (10) calendar day grace period during which you may make any withdrawal from or change to the account without incurring a penalty.

Renewal Options – Unless you instruct us otherwise, your certificate account will automatically renew at maturity. Alternatively, you may instruct us to transfer the funds in your certificate account to another account and close it on the maturity date. We reserve the right to refuse renewal of any certificate. If we refuse to renew your certificate account, on the maturity date we will either transfer the funds in the certificate account to another account you own or mail you a check for the funds in the account, and close your certificate account. A notice regarding the renewal options for your certificate account will be sent to the first-named account owner at least 20 days prior to the maturity date.

Dividend Payment Options – Unless you instruct us otherwise, dividends paid on your certificate account will be paid to the certificate account. At your option, you may instruct us to pay the dividends to another account or directly to you by check. The annual percentage yield disclosed on your Certificate Receipt (or other form that we use) will not apply, and will instead be reduced no lower than the dividend rate paid on your certificate account.

ADDITIONAL PROVISIONS

Dividend/Interest Rates - The dividend or interest rates we pay on your account(s) are tied to our earnings, and we may change the dividend or interest rate and annual percentage yields we pay on savings, checking, or new or renewing certificate accounts at any time. We will notify you of such changes as required by law. Our current dividend rates are shown on our [Truth-in-Savings Disclosure](#), which you may obtain from us at any time from any of our branches, by visiting our website at www.heartlandcu.org, or by calling us at 1-800-362-3944. In the unlikely event that we are unable to pay out dividends, any liability for dividends established by us on passbook savings or certificate accounts will terminate without penalty if we commence an involuntary dissolution procedures or the Office of Credit Unions takes possession of the credit union under Chapter 186 of the Wisconsin Statutes, in which case the Director of Credit Unions will determine the priority of payout of the various classifications of savings.

Fees – We charge certain fees for the services we provide you, for actions you take, transactions you conduct under this Agreement, and actions taken against you or your account(s) by third parties. These fees are charged to the applicable member so that the expense of these services, transactions or actions is not imposed on all members. Any fee you incur may be deducted from any account that you own, even if such deduction causes an overdraft, causes us to dishonor an item you write for insufficient funds, or causes an advance from an overdraft protection source. Our current fees are shown in our [Truth-in-Savings Disclosure](#). We may change, add, or remove account fees from time to time, and we will notify you of such changes as required by law.

Periodic Statements – We are required by law to provide periodic statements to you. The frequency of your periodic statement is dependent on the type(s) of account(s) you have with us, and the types of transactions in which you engage. Paper statements will be sent to the last known address of the first-named account owner, or to an alternate address you have provided to us. Alternatively, if you enroll in our electronic statement (e-statement) service, a notice that your e-statement has been posted within our secure Online Banking system will be sent to the last known email address of the first-named account owner. You agree that only one statement is necessary for multiple-party accounts.

Checks You Write Are Not Returned to You – You agree that any check you write becomes our property once we have paid it, and we will not return it to you. However, we will retain copies of all checks you write that are paid from your account. You may obtain a copy of such checks by viewing an image of the check using our Online Banking system (images are available online for the prior 13 months only), or by requesting a paper copy of the image from us. You agree that we may charge a fee for each check image copy, as shown in our [Truth-in-Savings Disclosure](#).

Examination and Notice of Errors Deadline – You agree that it is your responsibility to promptly review your periodic statement and report any unauthorized or suspicious transactions to us at once. If you do not notify us of any error, alteration, forgery, unauthorized transaction or other problem within 60 days of the date we provide your statement to you or made your electronic statement available to you online, you agree that we are not liable to you and

that you assume all liability for any and all errors, alterations, forgeries, unauthorized transactions or other problems relating to the transactions on your statement regardless of the date the transaction or error occurred. You further agree that there is no alteration or waiver of your responsibility to examine your statements or the deadline for notifying us of any errors because checks you write are not returned to you. If you fail to notify us of a change in your address and we are unable to send you a statement as a result of such failure, or if there is a delay in your receipt of your statement due to the additional time required by the US Postal Service to forward your statement to your new address, you agree that the date shown on your statement is the date that we provided the statement to you for all error resolution deadlines, and you further agree that you assume full responsibility for any and all losses you incur as a result of your failure to provide us with a correct address and to notify us of any errors by any applicable error resolution deadline.

Inactive Memberships and Accounts – If you are associated with multiple member numbers, our inactive membership provision will apply separately to each of your member numbers (“membership”). We will consider your membership and accounts to be inactive if you own no certificate accounts, there are no close-end loans associated with your membership, and no deposit, credit, withdrawal, debit, transfer or other transaction, excluding a fee resulting from a returned or forwarded statement, has increased or decreased the balance in any account associated with your membership in the last twelve months. If we declare your membership and accounts inactive, and if the total amount on deposit in your accounts is less than \$100, we will assess a monthly inactive account fee as shown in our [Truth-in-Savings Disclosure](#). Inactive account fees are charged at the end of the month and may be charged to any of your accounts. In the event your account balance(s) reach zero, your accounts will be closed and your membership terminated in accordance with this Agreement. If your account(s) are determined to be unclaimed property, as described in this Agreement, we will discontinue charging the inactive account fee if we are required to do so by the applicable state’s unclaimed property laws.

Unclaimed Property – If you have not made any deposits or withdrawals from your account and we have not been able to contact you for a certain length of time (which length of time varies from state to state and depends on your state of residence), state laws require us to send the funds in your account to the state as unclaimed property (a process called “escheatment”). We will attempt to contact you before your account becomes subject to escheatment. Upon remittance of your funds to the state, your account will be closed and your membership terminated. Once the funds in your account have been escheated, you may reclaim them by contacting your state’s appropriate agency.

Restriction of Services – If you fail to pay us for any obligation you owe to us, we may restrict your related services. Examples of such times include when you have not made a payment on your loan by the due date and/or the expiration of any applicable courtesy period following the due date during which we waive the assessment of a late fee (and, whether or not such loan is in default); when you have overdrawn your account (including any associated fees); when any item you deposited to your account is returned to us unpaid; when you have not paid us for any fees, charges, expenses, or other costs we have incurred from your use of your account or related services; or you have any other obligation to us. When your services are restricted, we may prohibit your use of any related service you were previously permitted to use. Once you have paid us for the obligation, we may reinstate your related service(s); however, we are under no obligation to do so. We will notify you of any such restriction as required by law.

Our Right of Set-off – You agree that when you open or use an account, you are granting us a consensual security interest in and a lien on your account(s) for any obligations you owe to us. You also agree that we have the right to set-off against your account any debt, liability or obligation you owe to us. We may exercise this right against any funds deposited in your account regardless of the source of the funds (including funds from government entitlement or benefits such as Social Security), and regardless of who made the deposit. By not enforcing our right to apply funds in your account to your obligations, we do not waive our right to enforce these rights at a later time. This consensual security interest does not apply to your account if it is an Individual Retirement Account (IRA) or similarly tax-advantaged account. We may exercise our right to set-off at any time without prior notice to you, unless such notice is required by law. We will not be liable for any check that is dishonored for insufficient funds when the dishonor is caused because we exercised our right to set-off, and you agree that such dishonor is not

wrongful. You agree to indemnify and hold us harmless from any and all liability that may result when we exercise our right to set-off. If you owe us any debts or obligations at the time of your death, you agree that we may exercise our right of set-off against your account(s) and that our right to set-off has precedence over any rights that a surviving account owner, POD beneficiary, personal representative, heir or other claimant may have to the funds in the account.

Death of an Account Owner (Including a Sole Proprietor) – Every transaction you authorize prior to your death is properly payable until we receive actual notice of your death. Once we receive actual notice of your death, we may still pay checks and other withdrawals you authorized, regardless of any claims another owner (if your account is a multiple-owner account), POD beneficiaries, heirs or other claimants may have to the funds in the account. Checks written by a decedent are properly payable for ten (10) days after the date of death. Withdrawals by automated clearing house (ACH) will be honored until a claimant with sufficient authority requests a stop payment. However, if we have not been provided actual notice of the death, we may continue to pay checks you write until we are provided such notice. Only the surviving owners of a multiple-owner account may continue to write checks and authorize other withdrawals after the death of one of the owners. Checks that are payable to you or that otherwise require your endorsement to be negotiated are not negotiable unless you have endorsed the check or other item prior to your death. In some circumstances, a claimant with sufficient authority may be able to negotiate the check in their capacity as your personal representative. Such determinations are made on a case-by-case basis. We may require anyone claiming a deceased account owner's funds to indemnify us for any losses resulting from our honoring such a claim. This Agreement is binding on your heirs, personal representative, or any other person claiming funds from your account.

Dissolution or Revocation of Your Organization or Trust – As an organization (other than a sole proprietor) or trust, every transaction authorized by your authorized signers or trustees is properly payable, even after the date of your organization is dissolved or your trust is revoked. After the dissolution of your organization or revocation of your trust, we will continue to permit your authorized signers or trustees to perform any action authorized by this Agreement for the purposes of winding down your organization's or trust's affairs. All provisions of this Agreement will continue to apply to your account, even after the date of your organization's dissolution or your trust's revocation. If we are notified that you are continuing to operate your organization without proper authorization, or if we believe that actions you request after the date of your organization's dissolution or trust's revocation may expose us to any loss, expense, cost or other liability, you agree that we may restrict your services and/or consider your account to be in dispute under the terms of this Agreement.

Legal Process against You, Your Membership or Your Account – If we receive any notice of legal process from a court or other legal authority, we may pay out funds from your account according to the instructions provided in the notice, or we may place a hold on the account until we receive notice that the matter has been resolved. We may charge your account a legal process handling fee as disclosed in our [Truth-in-Savings Disclosure](#) when we receive a notice of legal process against you or your membership, account(s) or related services. Any legal process against your account is subject to our lien on and security interest in your account to the maximum extent permitted by law. We may reveal information relating to your account(s) when we are ordered to do so by subpoena, summons, and search warrant or otherwise requested by governmental agencies or required by law.

Disputes or Uncertainty about an Account or Funds in an Account – In the event that a dispute arises between or among the owner(s), trustee(s) and/or authorized signer(s) of an account and any other person or entity claiming the account or the funds in it, or if we are in any way uncertain who is entitled to access the account or the funds in it, you agree that we have the right to place a hold on your account and refuse to pay out any portion of the funds in the account for any period of time necessary to determine who has the legal right to claim the account or the funds in it. We may enforce such holds until all account owners, trustees, authorized signers and any other person or entity involved in the dispute or uncertainty provide us a written agreement which resolves the dispute or uncertainty, or until we receive a court order instructing us what to do with the account and/or the funds in the account.

Our Right to Obtain Assistance from Outside Sources – You agree that we may

seek the services of a legal or other qualified professional (such as an attorney) to review instructions or written agreements you give us, or to carry out the terms of a court order relating to your account. You agree that the need for, and the choice of, any such professional is at our sole discretion. You agree to pay and reimburse us for any costs or expenses, including reasonable attorney fees, incurred for such review by legal or other professional advisors, and that we may automatically deduct any costs and expenses, including reasonable attorney fees, from any of your account(s) without prior notice to you and that you will be responsible for any additional amount owed according to the terms of this Agreement.

Notices –

- 1. Notices to You:** Any notice to you required by the terms of this Agreement, by applicable law or regulation, or for any other reason will be sent to the first-named account owner listed on your Account Agreement, unless we have agreed in writing to provide such notice to a different person. Such notice will be sent by mail unless you and we have agreed to an alternate form of notice which is acceptable under applicable law or regulation. For multiple-owner accounts, you agree that notice to any one owner is notice to all such owners. Such notices will be effective when mailed or otherwise sent by us. It is your responsibility to maintain current records with us, and to notify us immediately of any changes to your contact information.
- 2. Notices to Us:** You agree that any notice you provide us is effective only when it is actually received by us. Our mailing address is 5325 High Crossing Blvd, Madison, WI 53718.
- 3. Name or Address Changes:** You are responsible for notifying us of any name or address change. We are only required to attempt to communicate with you at the most recent address you have provided to us. We may require all notices regarding a change of your name or address to be provided to us in writing. If we are informed of an address change by the United States Postal Service, you agree that we may charge you a mail handling fee as disclosed in our [Truth-in-Savings Disclosure](#).
- 4. Notice of Amendments:** Except as prohibited by applicable law, we may change the terms of this agreement at any time. We will notify you of any change in terms, rates or fees as required by law.
- 5. Electronic Notices (E-Notices):** If you have agreed to receive electronic notices, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

Exceptions to This Agreement – We may make exceptions to or waive any term of this Agreement. Any such exception or waiver does not modify this Agreement and does not affect our right to rely on and/or enforce that or any other term of this Agreement in the future.

Our Responsibility for Errors – If we do not properly perform a transaction according to this Agreement, we may be liable to you for the amount of your loss or damage in an amount not to exceed the amount of the transaction, except as otherwise provided by law. However, we will not be liable for your account having insufficient funds to complete a transaction; losses that result from your negligence or the negligence of others; your failure to follow any time limits described in this Agreement; circumstances beyond our control (such as a power failure, closure due to storms or any other emergency) that prevent us from performing the transaction; any losses you cause by failing to follow any term of this Agreement; or any losses caused by our enforcement of any term of this Agreement. We will not be liable for consequential damages, except liability for wrongful dishonor. You agree that our actions or non-actions constitute the use of ordinary care if such actions or non-actions are consistent with applicable state or federal law, Federal Reserve regulations and operating letters, National Credit Union Administration regulations and Letters to Credit Unions, clearing house rules and general banking practices followed by banks and credit unions in our geographic area or similar area of operations.

Your Responsibility and Liability – You are liable to us for any losses, costs, or expenses we incur from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from any of your accounts without prior notice to you. If we bring a legal action to collect any amount due to us

under or to enforce any provision of this Agreement, you agree that we will be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection action.

Your Responsibility for Transactions and Your Accounts – You agree that you are responsible for all transactions you authorize and for any loss, related expense, fee, charge or any other liability that we incur as a result of your use of an account and/or related service or as a result of any dispute or uncertainty regarding your account. You agree that you are individually and jointly liable to us for the full payment of any transaction, loss, related expense, fee, charge or other liability (including reasonable attorney's fees), even after your accounts have been closed and your membership terminated. You agree that we may pursue any legal option regarding any obligations, liabilities or debts you owe us, including contacting you directly, or through the use of a third party such as an attorney or collection agency. You agree that we may deduct the amount of any transaction, loss, related expense, fee, charge or other liability (including reasonable attorney's fee) from your account(s) without notice to you. You agree that you will also reimburse us for any expense, charge, fee or liability (including reasonable attorney's fees) we incur as a result of providing you with membership, account(s) and/or related services not covered by this Agreement. You and your estate agree to indemnify, defend and hold us harmless from any and all losses, claims, damages, liabilities, or actions arising from our right to recover any loss, related expense, fee, charge or any other liability (including reasonable attorney's fees) we incur as a result of providing you with membership, account(s) and/or related services. If you request or order us to disburse funds to any person and we disburse more funds than the amount you requested or ordered, you agree to assist us in recovering our funds, including

participation in litigation and prosecution.

Unlawful Internet Gambling and Other Illegal Activities – You agree that you will not use your membership, or any account or related service to conduct any activity which is illegal, including but not limited to any activity involving the receipt of funds related to illegal internet gambling. If you use your membership, account, or any related service for any activity which we believe to be illegal, you agree that we may terminate your related services, close your account, and/or terminate your membership, or refuse to honor any transaction (and that such refusal is not wrongful).

Severability – In the event that any term of this Agreement is in conflict with an applicable law, that term will be nullified only to the extent that it conflicts with the law, and that law will govern. If any portion of this Agreement is declared invalid, unenforceable or unlawful by a court, such declaration will only apply to that portion and will not affect the validity of the remainder of this Agreement which will continue in full force and effect. All headings are intended for reference purposes only and are not to be construed as part of this Agreement.

Governing Law – This Agreement is subject to the Bylaws of Heartland Credit Union; the laws of the State of Wisconsin and the United States (except to the extent this Agreement can and does vary such laws and regulations); Federal Reserve Board operating circulars; the rules or bylaws of any clearing house to which the credit union or any of its correspondents belongs; and commonly recognized business practices. If you do not open your account or initiate any of your services in person at one of our branches, including accounts opened and services initiated by internet, phone, fax, email or mail, you agree that your accounts and services will be governed by the laws of the State of Wisconsin.

Electronic Funds Transfer Disclosure

This Electronic Funds Transfer Disclosure ("disclosure") is the agreement which covers your and our rights and responsibilities concerning each electronic fund transfer ("EFT"), which is an electronically initiated transfer of money, conducted using one of the services described in this disclosure. In this disclosure, the terms "we," "us," "our," or "Credit Union" refer to Heartland Credit Union, and the terms "you" and "yours" refer to an account owner or any other person authorized under the terms of this disclosure to use any card, code, PIN or password, including any combination thereof, to initiate and use the EFT services described in this disclosure. The term "account" refers to a savings, checking or certificate account which may be accessed by one or more EFT services.

By requesting or using any of the EFT services described in this disclosure, you are agreeing to all the terms, conditions, liabilities and responsibilities included in this disclosure, as it may be amended from time to time.

EFT Services; Specific Limitations and/or Conditions – Subject to our approval requirements, the following EFT services have been made available by the Credit Union.

MasterCard Debit Cards – You may use your MasterCard debit card ("debit card") and associated personal identification number ("debit card PIN") in the following ways:

- **Automated Teller Machines (ATMs):** You may access your checking and savings account(s) at ATMs owned by us, and at ATMs owned by others which display the Alliance One, MasterCard, Cirrus, Maestro or PULSE logos. You may use your debit card to withdraw funds from your savings and/or checking accounts, make deposits to your savings and/or checking account(s), transfer funds between your savings and/or checking accounts, and obtain balance information from your savings and/or checking accounts. Some of these services may not be available at all terminals.
- **PIN-Based Point-of-Sale (POS) Purchases and "Cash Back" Transactions:** You may use your debit card and debit card PIN to initiate POS purchases with merchants whose terminals display the MasterCard, Cirrus, Maestro or PULSE logos. You may also use your debit card and debit card PIN to obtain additional "cash back" from merchants as part of your POS purchase.
- **Signature-Based Point-of-Sale (POS) Purchases:** You may use your debit card to initiate signature-based POS purchases with merchants whose terminals display the MasterCard logo, and from online, phone or mail services which accept cards displaying the MasterCard logo.

In addition to the "General Limitations and Conditions Applicable to All EFT Services" listed elsewhere in this disclosure, your use of a debit card is subject to the following conditions:

- **Transaction Limitations:** For your security and ours, we limit the total dollar amount of transfers you can perform using your debit card during each calendar day. This limit protects your account in case your card is lost, stolen or compromised by a third-party to whom you have provided your card information. The maximum dollar amount you can transfer for signature-based purchases is \$1,220 during each calendar day. The maximum dollar amount you can transfer for PIN-based purchases and ATM withdrawals is \$1,220 during each calendar day. These limits may be less depending upon your account's balance, overdraft protection sources available to you, and whether or not we will permit you to overdraw your account using your debit card. There may also be limits on the types of geographic areas in, or merchants at which your debit card may be used. We reserve the right to permit case-by-case exceptions to these limits. Also, we reserve the right to temporarily modify these limits in response to an imminent threat to your account, such as a threat caused by the failure of a third-party to protect your card information. We will attempt to communicate any such temporary modification to you. However, it may be necessary to make any such modification prior to or without communication to you, especially in the event of an immediate threat. It is expected that any such temporary modification would be reversed within a short period of time. However, if we choose to make any such modification permanent, we will notify you in accordance with applicable law, rule or regulation.
- **Checking Account Requirement:** Debit cards are only issued in connection with an active checking account.

- **Refusal to Honor Card:** We are not liable for the refusal or inability of any ATM or POS terminal to accept your debit card or to complete a transfer from your account, or if an ATM or other POS terminal retains your debit card. Also, we are not responsible if any merchant or financial institution refuses to accept your debit card or if any merchant or financial institution retains your debit card.
- **Credit in Lieu of Cash Refund:** If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- **Card Issuance and Replacement:** By requesting a debit card, you are asking us to encode and validate a debit card so that you can access your account(s) in the ways described in this disclosure. You also agree that we may issue a replacement card from time to time, in a manner and frequency of our choosing.
- **No Stop Payments:** You are not permitted to stop payment on any PIN-based or signature-based transaction or withdrawal of cash you initiate by using a debit card, and we have no obligation to honor any such stop payment requested by you.
- **Debit Card Ownership:** Any debit card issued to you is our property and you agree to stop using it, return it us or our designated agent, or destroy it immediately upon our request.
- **Deposits and Payments:** All checks received at an ATM for deposit to an account or for payment on a loan are credited subject to collection and payment. Any deposit or payment that is not paid may be reversed. If such reversal to a deposit account results in a negative balance, we may transfer funds from any other account owned by you or any authorized user of the debit card, and you further agree to reimburse us for any negative balance.
- **Non-MasterCard PIN Debit Transactions:** Certain transactions you perform with your debit card and debit card PIN will not be processed using the MasterCard network. These transactions are not covered by the MasterCard "Zero-Dollar Liability" protection, but are covered by other protections described in the "Your Liability for Unauthorized Transfers" section of this disclosure.
- **International Transactions:** Purchases and cash withdrawals made in foreign currencies will be withdrawn from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of up to 1% of the transaction total may be charged to your account whenever you use a debit card at a merchant that settles in currency other than U.S. dollars.

MasterCard Health Savings Account (HSA) Debit Cards – You may use your MasterCard HSA debit card ("HSA debit card") and associated personal identification number ("HSA debit card PIN") in the following ways:

- **Automated Teller Machines (ATMs):** You may NOT use your HSA debit card at ATMs.
- **PIN-Based Point-of-Sale (POS) Purchases:** You may use your HSA debit card and HSA debit card PIN to initiate POS purchases with merchants whose terminals display the MasterCard, Cirrus, Maestro or PULSE logos.
- **Signature-Based Point-of-Sale (POS) Purchases:** You may use your HSA debit card to initiate signature-based POS purchases with merchants whose terminals display the MasterCard logo, and from online, phone or mail services which accept cards displaying the MasterCard logo.

In addition to the "General Limitations and Conditions Applicable to All EFT Services" listed elsewhere in this disclosure, your use of an HSA debit card is subject to the following conditions:

- **Transaction Limitations:** For your security and ours, we limit the total dollar amount of transfers you can perform using your HSA debit card during each calendar day. This limit protects your account in case your card is lost, stolen or compromised by a third-party to whom you have provided your card information. The maximum dollar amount you can transfer for signature-based purchases is \$1,220 during each calendar day. The

maximum dollar amount you can transfer for PIN-based purchases is \$1,220 during each calendar day. These limits may be less depending upon your account's balance. The types of transactions for which your HSA debit card may be used are limited to only those permissible under the agreement(s) governing use of your HSA account. There may also be limits on the types of geographic areas in, or merchants at which your HSA debit card may be used. We reserve the right to permit case-by-case exceptions to these limits. Also, we reserve the right to temporarily modify these limits in response to an imminent threat to your account, such as a threat caused by the failure of a third-party to protect your card information. We will attempt to communicate any such temporary modification to you. However, it may be necessary to make any such modification prior to or without communication to you, especially in the event of an immediate threat. It is expected that any such temporary modification would be reversed within a short period of time. However, if we choose to make any such modification permanent, we will notify you in accordance with applicable law, rule or regulation.

- **HSA Account Requirement:** HSA debit cards are only issued in connection with an active HSA checking account
- **Refusal to Honor Card:** We are not liable for the refusal or inability of any POS terminal to accept your HSA debit card or to complete a transfer from your account. Also, we are not responsible if any merchant refuses to accept your HSA debit card or if any merchant retains your HSA debit card.
- **Credit in Lieu of Cash Refund:** If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- **Card Issuance and Replacement:** By requesting an HSA debit card, you are asking us to encode and validate an HSA debit card so that you can access your HSA checking account in the ways described in this disclosure. You also agree that we may issue a replacement card from time to time, in a manner and frequency of our choosing.
- **No Stop Payments:** You are not permitted to stop payment on any PIN-based or signature-based transaction you initiate by using an HSA debit card, and we have no obligation to honor any such stop payment requested by you.
- **HSA Debit Card Ownership:** Any HSA debit card issued to you is our property and you agree to stop using it, return it to us or our designated agent, or destroy it immediately upon our request.
- **Non-MasterCard PIN Debit Transactions:** Certain transactions you perform with your HSA debit card and debit card PIN will not be processed using the MasterCard network. These transactions are not covered by the MasterCard "Zero-Dollar Liability" protection, but are covered by other protections described in the "Your Liability for Unauthorized Transfers" section of this disclosure.
- **International Transactions:** Purchases and cash withdrawals made in foreign currencies will be withdrawn from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of up to 1% of the transaction total may be charged to your account whenever you use an HSA debit card at a merchant that settles in currency other than U.S. dollars.

Automated Clearing House (ACH)/Preauthorized Transfers – ACH is a form of preauthorized transfer that you may use to transfer funds to or from your account from sources outside the credit union. You may use your properly formatted account number to authorize both debits (withdrawals) from your account, or credits (deposits) to your account. Using a properly formatted account number is crucial to the proper completion of any ACH transfer, and we highly encourage you to contact us for verification of the proper number to use for your particular transaction. You may authorize ACH transfers in the following ways:

- **Direct Deposit:** Upon your instruction to your employer, the U.S. Department of Treasury, or other financial institutions, we will accept direct deposits (ACH credits) of your paycheck, federal payments (such as Social Security) or other remittances to your savings or checking account.
- **Direct Withdrawal:** Upon your instruction to a person you authorize to directly withdraw funds from your account via ACH, we will accept direct

withdrawals (ACH debits) to your checking or savings account.

In addition to the "General Limitations and Conditions Applicable to All EFT Services" listed elsewhere in this disclosure, your use of ACH is subject to the following conditions:

- **Right to Stop Payment and Procedure for Doing So (Direct Withdrawal):** If you have arranged in advance to make regularly scheduled direct withdrawals out of your account via ACH, you may stop payment on any of these payments. You must notify us orally or in writing at any time up to three (3) business days prior to the scheduled date of the withdrawal. If you notify us orally, we may require you to confirm your request in writing within fourteen (14) days of the date of your oral notice. If you do not provide us with such written confirmation, the oral stop payment order you provide to us will cease to be effective fourteen (14) days after it was made. We may charge you a fee for each stop payment you request in an amount as shown in our Fee Schedule.
- **Liability for Failure to Stop Payment of Preauthorized Transfer (Direct Withdrawal):** 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 associated with such failure on our part.
- **Notice of Varying Amounts:** If your regularly scheduled direct withdrawals vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Member Audio Response System (MARS) Telephone Teller – You may use your member number, account suffix and associated personal identification number (MARS PIN) to access your account(s) by telephone by calling our MARS line at 1-800-362-6277. After you enter your member number and MARS PIN, you are currently able to obtain your savings, checking, certificate, line of credit and loan balances, obtain information about transactions and checks that have cleared your account(s), dividend and interest paid information, loan or line of credit status, transfer funds between your savings, checking, and lines of credit, transfer funds from your savings or checking account to make your loan or line of credit payment, request a withdrawal check from your savings or checking account, obtain current savings, checking, certificate and loan dividend or interest rates, request a stop payment on a check, and obtain credit union contact information.

In addition to the "General Limitations and Conditions Applicable to All EFT Services" listed elsewhere in this disclosure, your use of a MARS is subject to the following conditions:

- **Transaction Limitations:** You may initiate a check withdrawal from your account in an amount that is not less than \$5 and not more than \$2,500.
- **Refusal to Honor Request:** We reserve the right to refuse any transaction which would draw your account to a negative balance, draw upon funds which are uncollected, access a line of credit in excess of its established credit limit, or draw on funds or sources of credit which are otherwise unavailable.
- **Payee of Withdrawal Checks:** All checks are payable to the first-named account owner and will be mailed to the address of record for the associated membership.

It'sMe247 Online Banking – You may use your member number and associated password ("Online Banking password") to access your account(s) online at www.heartlandcu.org. After you enter your member number and Online Banking password, you are currently able to obtain your savings, checking, certificate, line of credit and loan balances, obtain information about transactions and checks that have cleared your account(s), dividend and interest paid information, loan or line of credit status, transfer funds between your savings, checking, and lines of credit, transfer funds from your savings or checking account to make your loan or line of credit payment, obtain current savings, checking, certificate and loan dividend or interest rates, request a stop payment on a check, add certain new accounts to your existing membership, and obtain credit union contact information. Secondary passwords may be required to access certain services offered as integrated parts of It'sMe247 (such as It'sMe247 Bill Pay), which are described separately.

In addition to the "General Limitations and Conditions Applicable to All EFT

Services” listed elsewhere in this disclosure, your use of Online Banking is subject to the following conditions:

- **Transaction Limitations:** You may initiate a transfer between accounts associated with the same membership in an amount that is not more than \$100,000. You may initiate a transfer between accounts associated with different memberships in an amount that is not more than \$10,000.
- **Refusal to Honor Request:** We reserve the right to refuse any transaction which would draw your account to a negative balance, draw upon funds which are uncollected, access a line of credit in excess of its established credit limit, or draw on funds or sources of credit which are otherwise unavailable.

Debit Card Round Up – When a debit purchase is made, the transaction is rounded up to the nearest dollar, and the increased amount is then transferred to the Membership Savings account. (Example, a \$1.75 charge will result in a \$0.25 transfer if no other transactions post on the same day.) Round up transfers will be made for signature-based purchases as well as PIN based POS purchases. One transfer of all calculated funds will be made each day. Round up transfers will not cause the account to post to a negative balance nor post below available funds. Partial transfers may be allowed. There will be no catch-up transfers. If the transfer can’t happen on Monday then Monday’s transactions never get rounded up. If there is money again on Tuesday then Tuesday’s transactions will round up. You may un-enroll from this program by calling us at 1-800-362-3944, emailing us at ebranch@heartlandcu.org, or by visiting one of our branches.

It’sMe247 Bill Pay – The It’sMe247 Bill Pay service (“Bill Pay service”) is offered as an integrated part of the It’sMe247 Online Banking service, and allows you to pay bills, to make a person-to-person (P2P) transfer and to move funds between and among your accounts at various financial institutions using the integrated Account to Account (A2A) feature. You may use your member number, and associated Online Banking password to access the Bill Pay service. The Bill Pay service is not administered or serviced by the Credit Union, and is subject to the terms, conditions and limits provided in the “Terms and Conditions of the Bill Payment Service” agreement you accept when you request access to the service. Transfers you initiate through the Bill Pay service will be conducted on your account as check withdrawals (which are not discussed in this disclosure) or as Automated Clearing House (ACH) transactions. Please refer to the ACH section of this disclosure for more information regarding these types of transactions.

Remote Deposit Capture – The Remote Deposit Capture service (Mobile Check Deposit) is offered as an integrated part of the Mobile App Banking service, allowing you to deposit checks remotely using your phone or other mobile device. Use your It’s Me 247 login credentials to gain access to Mobile Check Deposit. Enter the check amount, take a picture of the front and back of the endorsed check, and select the deposit to account. The Mobile Check Deposit service is not administered or serviced by the Credit Union, and is subject to the terms and conditions of the Remote Deposit Use Agreement you accept when you request access to the service.

Electronic Check Conversion and Electronic Returned Check Fees – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check. You may also authorize a merchant or other payee to debit your account for returned check fees. You are considered to have authorized this debit if you have been told by the merchant, either orally or by the posting of a written notice, that the transfer may be processed electronically, or if you sign a written authorization. Electronic check conversion transactions and electronic returned check fees are subject to the “General Limitations and Conditions Applicable to All EFT Services” listed elsewhere in this disclosure.

General Limitations and Conditions Applicable to All EFT Services – When you use an EFT service, you are authorizing us to debit or credit your account (whichever is appropriate) for the total dollar amount of any transfer you initiate through the use of the EFT service. If you have insufficient funds in your account to complete a transfer you request, we may either use any source of overdraft protection provided to you under any overdraft protection plan, or we may terminate any or all services under this disclosure. Any overdraft created by the use of any EFT service does not create an obligation governed by federal Regulation Z (which applies to loans and lending), except for an incidental obligation created when a line of credit governed by

Regulation Z is used as a source of overdraft protection. In the event that you repeatedly overdraw your account, the Credit Union may terminate any or all EFT services described by this disclosure.

The cards, codes, PINs and/or passwords issued to you are our property. Upon our request, you agree to immediately return or destroy a card (at our sole choosing), or to stop using a code, PIN or password. We may repossess a card at any time at our sole discretion without demand or notice to you. You cannot transfer your card, code, PIN or password to another person. You understand that we may restrict or terminate your privilege of using any EFT service at any time, and that we may apply any such restriction or termination to the entire service or to a particular type of transfer.

- **Unlawful Use Prohibited:** You agree that you will not use any EFT service for any unlawful purpose, including the use of a debit card to purchase goods or services prohibited by federal, state or local law.
- **Security of Your Code, Pin and/or Password:** The code, PIN and/or password issued to you for use with EFT services are for your convenience, but also as a means of protecting your account. You should protect these items as you would cash or other valuables. A code, PIN or password issued to you (including one you may customize after we initially issue it to you) is confidential and you should not disclose it to anyone or record it where it may be viewed by anyone. You agree that you will not disclose or otherwise make your code, PIN or password available to anyone who does not have access to your accounts. You understand and agree that if you share your code, PIN or password with another person, whether or not that person has access to your accounts, you are authorizing that person to conduct an unlimited number of transfers using the EFT services described in this disclosure. You understand that a person who has your code, PIN or password has the ability to perform transfers from your account, view your account balances and history, and view and/or change your personal information. Since you are responsible for the security of your code, PIN or password, you understand and agree that any transaction conducted using your code, PIN or password will be conducted as though you have performed it yourself, and the use of your code, PIN or password will have the same effect as though you provided your signature to authorize the transaction. Your authorization to another person to use your code, PIN or password will be honored until you specifically revoke the authorization and notify us in writing that you have revoked the authorization. You agree to be responsible for any transactions that are conducted using your code, PIN or password, whether or not the transaction is conducted by you or another person.
- **Multiple-Owner Accounts:** If any of your accounts accessed under this disclosure are owned in a multiple-owner format, all account owners, including any authorized users, agree to be bound by this disclosure and, alone and together, agree to be responsible for all EFT transactions to or from any savings or checking account, or loan or line of credit account as provided in this disclosure. Each account owner, without the consent of any other account owner may, and is hereby authorized by every other account owner to, make any transaction permitted under this disclosure. Each account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any account owner.

Fees and Charges – The fees that we may charge you for using an EFT service are disclosed in our [Truth-in-Savings Disclosure Share Account Fee Schedule](#). From time to time, we may change the fees we charge and notice of any such changes will be provided as required by applicable law. You may obtain a current copy of our [Truth-in-Savings Disclosure Share Account Fee Schedule](#) by calling us at 1-800-362-3944, emailing us at ebranch@heartlandcu.org, visiting our website at www.heartlandcu.org, or by visiting one of our branches.

When you use an ATM owned by a person other than us, you may be charged a fee by the ATM operator or any network used to complete your transaction, and you may be charged a fee for a balance inquiry even if you do not complete a transfer.

Your Liability for Unauthorized Transfers – You are responsible for all transfers you authorize using any of the EFT services under this disclosure, including those transfers authorized by other persons who use your EFT service(s) either with your explicit permission or by your failure to exercise proper care in the security of your card, code or PIN. Any such transfers are considered fully authorized by you and you permit us to charge your account

for the amount of any such transfer. Tell us AT ONCE if you believe your card, code or PIN has been lost or stolen, or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

- **General determination of liability:** If you tell us within 2 business days after you learn of the loss or theft of your card, code, PIN, or password you can lose no more than \$50 if someone used your card, code, PIN or password without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, code or PIN, and we can prove we could have stopped someone from using your card, code or PIN without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized use of your MasterCard debit card is limited to a) \$50 or b) the amount of any money, property or services obtained by the unauthorized use of the card, whichever is less. Notice is sufficient when you notify us according to the steps described in the section of this disclosure titled "In Case of Errors or Questions about Your Electronic Funds Transfers."
- **Exception for unauthorized transfers via debit card where proper notification to us could have prevented the transaction:** If you notify us of a lost or stolen debit card within 2 business days after you learn of the loss or theft of your card, code, PIN, or password, you may be covered by "Zero-Dollar Liability" protection and you may not be liable for any losses relating to purchase transactions, unless we determine that you were grossly negligent or fraudulent in the handling of your account or card. If you do not notify us within the required 2 business days, your liability will be determined using the "General determination of liability," described above.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost.

Unauthorized Transfers – If you believe your card, code or PIN has been lost or stolen, call us at 1-800-362-3944 or write to us at Heartland Credit Union, 5325 High Crossing Blvd, Madison, WI 53718. You may also contact us at ebranch@heartlandcu.org or www.heartlandcu.org. You should also contact us in this same manner if you believe a transfer has been made using the information from your check without your permission.

Emergency Lost/Stolen Number for Debit Cards (Including HSA Debit Cards) – You may report a lost or stolen debit card any time by calling 1-800-528-2273 in the United States, or 1-812-647-9794 internationally.

In Case Of Errors or Questions about Your Electronic Funds Transfers – We are not obligated to comply with any error resolution requirements unless you actually notify us of an error, orally or in writing, according to this procedure. If you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, call us at 1-800-362-3944, write us at Heartland Credit Union, 5325 High Crossing Blvd, Madison, WI 53711, or email us at ebranch@heartlandcu.org as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

In your notice:

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

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

Generally, we will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may generally take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing

and we do not receive it within 10 business days, we may not provisionally credit your account.

However, if your account has been open for 30 days or fewer, or if the error involved a point-of-sale transaction or a transaction initiated outside the United States (including its territories, possessions and the Commonwealth of Puerto Rico), we may take up to 90 days (rather than 45) to investigate your complaint or question. If your account has been open for 30 days or fewer, we will tell you the results of our investigation within 20 business days (rather than 10) after we hear from you. In either case, if an error has occurred, we will correct it promptly.

In any case, we will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and we will debit your account for the amount of funds that were provisionally re-credited to your account (if applicable).

You may ask for copies of the documents that we used in our investigation, which we will provide to you to the extent that doing so does not violate the privacy of any other person.

Your Right to Receive Documentation of EFTs –

- **Periodic Statements** - You will receive a statement for each month in which an EFT transaction is conducted on your account. In any case, you will receive a statement at least quarterly.
- **Terminal Receipts** – You can get a receipt at the time you make any transfer to or from your account using one of our ATMs. You may get a receipt at the time you make any transfer to or from your account using another person's ATM, POS or other terminal, although not all terminals may provide a receipt for transactions in amounts of \$15 or less.
- **Preauthorized Credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, and the person or company making the deposit does not provide you with a receipt (such as a paystub), you can call us at 1-800-362-3944 to find out whether or not the deposit has been made.

Confidentiality and Disclosure of Account Information – We protect your personal information according to description we provide in our Privacy Notice. If you use one of the EFT services described in this disclosure, we will disclose information to third parties about your account or the EFTs you make: (1) where it is necessary for completing transfers, (2) in order to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

Business Days – For purposes described in this disclosure, our business days are Monday through Friday. Holidays are not included.

Our Liability If We Fail To Make Certain Transfers – If we do not complete a transfer to or from your account on time or in the correct amount according to this disclosure when you have properly instructed us to do so, we will be liable to you for damages which you prove are directly caused by our action. However, there are some exceptions to our liability. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer,
- If any of the funds that are needed to complete the transfer are on hold in your account due to a hold placed according to our Funds Availability Policy, legal process or other claim, or any other hold, freeze or block we place according to any other agreement we have with you (including our Master Account Disclosure) or according to any requirement imposed by a court or government agency, or by act of law,
- If the transfer would go over the credit limit on your overdraft line of credit,
- If the ATM, terminal or system where you are making the transfer malfunctions or does not have enough cash,
- If the ATM, terminal, computer or system used to initiate the transfer was not working properly and you knew about the breakdown when you started the transfer,
- If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken,
- If you use your card, code, PIN or password in an incorrect manner,
- If the failure to complete the transfer is a result of your willful or negligent

use of your card, code, PIN, password, or the ATM, terminal, computer or system used to initiate the transfer,

- You have not provided us with complete, correct and current instructions in order for us to make the transfer,
- Other exceptions that we may establish.

The ATMs, terminals or systems that you may use to initiate a transfer are available for your convenience, and, except as provided above, we are not liable for the unavailability or malfunction of any ATM, terminal or system. Except for our own negligence, we are not liable for any personal injury or tangible property damage suffered or incurred by you through your use or attempted use of your card, code, PIN or password at any ATM, terminal or system. Except to the extent provided by law, we are not liable for any loss, cost, damage or expense incurred by you by reason of malfunction of any ATM, terminal or system, or failure to complete any transfer which is caused by natural disaster, fire, strike, war, riot, act of God or any other cause beyond our control or the control of any other person or entity that is part of or connected to any ATM, terminal or system. In no event will we be liable for consequential damages.

Termination of EFT Services – You may terminate any EFT service described in this disclosure by stopping your use of the service, including the use of any card, code, PIN or password. However, you agree that we are not aware of any such termination until you actually notify us in writing of such termination, at which time we may request that you return or destroy any card that we have issued to you. We may terminate your EFT service by notifying you orally or in writing, and we may prevent any system or computer controlled by us or any other system participant from accepting your code, PIN or password. If we terminate your ability to allow third parties to directly credit your account and you have authorized the crediting of federal benefits payment (such as Social Security), we will notify you at least 30 days in advance unless we are terminating your EFT service due to fraud, in which case we may terminate the EFT service immediately. Whether any EFT service is terminated by you or us, you agree that any termination will not affect your obligations to us for transfers initiated prior to termination. You agree that we are not responsible for any transfers you initiate after termination, whether the termination is caused by you or us. You agree to notify any merchant or other party who makes preauthorized transfers to or from your account that your EFT service

has been terminated. You agree to indemnify and defend, and hold us harmless for any loss, cost, damage or expense you incur due to EFTs initiated after your EFT service has been terminated.

Changes to EFT Services – We reserve the right to change the terms and conditions of any EFT service at any time. We will mail or provide you notice of electronic disclosures (if you have agreed to electronic disclosures) of any changes at least 21 days before the effective date of any change, as required by law. If, however, an immediate change is necessary to ensure the security of an EFT service, we may change this disclosure without prior notice to you, and will notify you as soon as possible after the change. All EFT services are subject to existing and future regulations governing the credit union.

Notices – All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address specified in this disclosure.

Your Liability for Losses – You agree that you will be responsible for any losses, costs, damages or expenses, including reasonable attorneys' fees that we incur as a result of your use or misuse of any EFT service. You agree that we may deduct any such losses, costs, damages or expenses, including reasonable attorneys' fees, directly from any of your accounts without prior notice to you. You agree that this disclosure is binding upon your heirs, personal representatives and successors and if more than one, jointly and severally.

Governing Law – The terms and conditions of any contract applicable to your account will also apply to these EFT services, except when this disclosure provides different terms, in which case this disclosure will govern the EFT service. Furthermore, this disclosure and the use of any EFT service will be subject to the rules and regulations set forth in the credit union's Bylaws, the laws of the state of Wisconsin, applicable federal laws or regulations (including Federal Reserve Board Regulation E), the rules of any applicable automated clearing house (including the rules of the National Automated Clearing House Association), and the rules of any applicable card processing network (including MasterCard and PULSE), and in the event that this disclosure is in conflict with any of those rules or regulations, the governing rule or regulation will apply.

Funds Availability Policy Disclosure

This disclosure describes your ability to withdraw funds from your checking account at Heartland Credit Union. While we generally follow the same practice with regard to all types of accounts, we reserve the right to delay the availability of funds in savings and certificate accounts for longer periods than those described in this disclosure, at our sole discretion. Please remember that even after funds are made available, you are still responsible for the checks you have deposited that are returned to us unpaid and for any other problems involving your deposit.

General Policy – Our policy is to make funds from your cash and check deposits available to you on the day we receive your deposit. Deposits of cash, wire transfers and electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks or other items that you have written or authorized. For determining the availability of deposits, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before 5:30 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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 day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you need the funds from the deposit right away, you should ask us when the funds will be available.

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

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

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or,

- There is an emergency, such as failure of computer or communications equipment.

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

Special Rules for New Accounts – If you are a new member/customer, the following special rules may apply during the first 30 days your account is open:

- Funds from deposits of cash, wire transfers, or electronic direct deposits to your account will be available on the day we receive your deposit.
- The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available no later than on the first business day after the day of your deposit, provided the checks are payable to you. The excess over \$5,525 will be available no later than on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 may be delayed and will be available no later than on the second business day after the day of your deposit.
- Funds from all other check deposits will be available no later than on the ninth business day after the day of your deposit.

Deposits at Automated Teller Machines (ATMs) – Funds from any deposits (cash or check) made at ATMs we do not own or operate will be available no later than on the fifth business day after the day of your deposit.

Foreign Currency and Checks – We do not accept foreign currency for deposit. Foreign checks (those drawn on a financial institution in a foreign country) are not processed in the same manner as those drawn on U.S. financial institutions, and are exempt from the provisions outlined in this disclosure. We do not accept foreign checks for deposit; however, we may accept foreign checks for collection. Any provisional credit or delayed availability of funds from a foreign check will be explained to you at the time we accept your check for collection.

Heartland Credit Union ATM Locations - The ATMs that we own or operate are located at:

- 5325 High Crossing Blvd., Madison, WI
- 944 Williamson St., Madison, WI
- 105 Enterprise Dr., Verona, WI
- 1205 Joseph St., Dodgeville, WI
- 1000 Ihm St., Lancaster, WI
- 1520 E Hwy 151, Platteville, WI
- 120 Vinburn Rd, DeForest, WI
- 1800 Braunson Blvd, Fennimore, WI

Substitute Checks and Your Rights

What Is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you see in *It'sMe247* or receive back from us may be substitute checks. This notice describes rights you have when you view substitute checks in *It'sMe247* or receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends or interest if your account earns dividends or interest) within 10 business days after we received your claim and the remainder of your refund (plus dividends or interest if your account earns dividends or interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us in person, by mail at Heartland Credit Union, 5325 High Crossing Blvd, Madison, WI 53718, by calling 1-800-362-3944 or by emailing us at ebranch@heartlandcu.org. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include—

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

ATM Safety Notice

Your debit card is an extension of your checking and savings accounts, and there are some procedures that you should follow to ensure that your experiences at the ATM are not only convenient, but safe as well. Your safety is as important as your convenience! When using an ATM, keep the following safety tips in mind:

- Be careful of "con artists." If anyone asks you to withdraw money from an ATM for any reason, leave the area at once and report the incident to the police.
- When approaching an ATM, be on the alert for any suspicious persons or circumstances. Leave the area of the ATM immediately if you feel there is something wrong or suspicious and report the circumstances to the police.
- Have your card ready to use prior to approaching the machine. This will shorten your time at the machine.
- When using a drive-up ATM, be sure that your car doors are locked and all windows are rolled up. Then, before using the ATM, carefully check the surrounding area for suspicious persons or circumstances. Then roll down only the window necessary to use the ATM.
- When using an ATM, position your body so that no one else can see you enter your Personal Identification Number (PIN).
- If you withdraw money from an ATM, do not count it or expose it while still in close proximity to the machine.

When Using an ATM at Night:

- Use ATMs that are well-lighted and provide well-lighted parking areas and

pathways.

- Use ATMs that provide clear visibility for automobile and pedestrian traffic.
- If possible, have a friend accompany you to the ATM.

Protect Your Personal Identification Number (PIN):

Memorize your PIN! Remember that giving your PIN to anyone is like giving that person a signed blank check.

- NEVER give your PIN to another person!
- NEVER write your PIN on your card!
- NEVER write your PIN on anything that is kept with or near your card!
- NEVER give your PIN to anyone over the telephone, even if an individual says he or she represents your financial institution.
- Your financial institution will NEVER ask you to disclose your PIN over the telephone.

Other Useful Tips:

- Keep your transaction receipts, which are provided by the machine, until you have balanced your monthly account statements.
- Notify your financial institution immediately if you suspect unauthorized use of your card.
- If your card is lost or stolen, you MUST notify your financial institution as soon as possible. If your card was stolen, you should also report it to the police.

Online Banking Safety Tips

We proudly offer *It'sMe247* Online and Mobile Banking, and *MARS* telephone teller services, and hope you take advantage of them so you have more access to your accounts and greater control over your finances. While use of these services may be indispensable in today's world, lack of responsible use may allow criminals to use these systems to steal funds and information from users who do not take some simple steps to protect themselves. Whether you are using *It'sMe247* or the services of another company, here are some simple steps you can take to protect yourself when conducting your business:

Username, Passwords and Security Questions:

- Keep your username, password and security questions secure! Never write down your usernames or passwords, and make your password and the answers to your security questions easy for you to remember but hard for anyone to guess. And remember – never share your username, password or the answer to your security questions with anyone who you don't want to access your accounts online!
- Change your passwords periodically! Whether or not you are forced to do so, make it a practice to periodically change your passwords so that one cannot be used indefinitely if it is compromised. Also, try to use different passwords on different websites. That way, the damage can be limited if one of your passwords is compromised.

Conducting Transactions Online:

- Make sure you know who you are banking or shopping with online. Any website address where you provide an account number, credit or debit card number, or other sensitive information should begin with **https://** (the "s" is important – it means that the website is secure!). Also, look for other indicators (which vary by browser) of the security features of the website, such as padlock or key icons, color changes, etc.
- Remember, email is not secure! The information in an email can be viewed by anyone who wants to view it. Whether you email us or anyone else, never include usernames, passwords, account numbers, Social Security numbers or any other information you would not want to world to see! (Some companies – including Heartland Credit Union – may offer a form of secure messaging which may look like email, but is actually a secure method of communication via a website. Always be sure of the website's security features before you use one of these secure messaging services.)

Avoiding Email and Phishing Attacks:

- Never click links or attachments in unexpected emails! Scammers may try to convince you that their schemes are legitimate by telling you a story such as you've won a lottery or inherited a sum of money. When you click that link or attachment, chances are good that you may infect your computer with malicious software (such as viruses or Trojans) and/or fall victim to a fraud rather than make some easy money! Remember: if it looks too good to be true, it probably is!

- The safest way to access your accounts online is to type the company's website address (ours is www.heartlandcu.org) directly into your browser. Scammers can make links in emails look legitimate, but when you click that link you may end up at fake or malicious websites which may install malicious software on your computer.
- Never give out your account or card number to callers or emails supposedly from your financial institution! Legitimate financial institutions will never call or email you to ask you for account or card numbers – remember, they issued the number to you in the first place and already have that information!

Keeping Your Computer Secure:

- Make sure you have all your computer's defenses installed and keep them up to date! Ensure you have anti-virus software and a personal firewall installed on your computer and/or network, and make sure everything is kept up to date and running!
- If you have a wireless network, make sure it is password protected. Don't use public networks for Online Banking or shopping because these systems are not usually secure!

Protect Your Online Accounts:

- Log off each time you access your accounts! If you just close your browser, you might not be immediately logged off from an Online Banking system. Computers infected with malicious software may continue to expose your account information after you close the browser unless you fully log off first. Also, close your browser when you are not on the internet.
- Watch your accounts! Make sure you are routinely (at least monthly) reviewing your account history either online or with your paper statement. If you don't recognize a transaction, contact us IMMEDIATELY. This puts you in the best position to potentially recover funds taken from you through fraud.

What to Do If You Think Your Accounts Have Been Compromised:

- Contact us IMMEDIATELY at 1-800-362-3944 if you think your information has been compromised. Whether you think that someone has obtained your username or password, you clicked a link in an email, or you gave out your account or card number, if you notify us right away we can help you protect yourself and your account from potential losses.
- Remember, your accounts are protected from unauthorized online activity as described in our *Electronic Funds Transfer Disclosure*. If you notify us of potential frauds or compromises immediately, you may have no liability in the event of a loss. For instructions about how to notify us of a potential error or fraud, see the section of our *Electronic Funds Transfer Disclosure* titled **In Case of Errors or Questions about Your Electronic Funds Transfers**. And, remember, please contact us at 1-800-362-3944 if you have any questions or concerns – we are here to help!

Privacy Policy Disclosure

FACTS

WHAT DOES HEARTLAND CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and income
- Account balances and transaction history
- Credit scores and credit history

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

How?

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

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

Questions?

Call 800-362-3944 or go to www.heartlandcu.org.

What we do	
How does Heartland Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Heartland Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ Open an account or apply for a loan ▪ Give us your contact information or use your credit or debit card ▪ Make deposits to or withdrawals from your accounts <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only sharing for affiliates' everyday business purposes—information about your creditworthiness</p> <p>affiliates from using your information to market to you</p> <p>sharing for nonaffiliates to market to you</p> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Heartland Credit Union does not share with our affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Heartland Credit Union does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include insurance companies and securities broker-dealers.</i>

Branch Locations, Services and Hours

Heartland Credit Union

5325 High Crossing Blvd, Madison, WI 53718

Phone: 800-362-3944 • Fax: 608-268-7383

ebranch@heartlandcu.org • www.heartlandcu.org

Emergency Lost or Stolen Card Numbers

Debit and Credit Cards:

In the U.S. ONLY call **800-528-2273**

Outside the U.S. call 812-647-9794

Visa Gift Cards:

Call **866-833-2370**

(Inside or outside the U.S.)

BRANCH	HOURS	LOBBY	DRIVE-UP
5325 High Crossing Blvd, Madison, WI 53718 Phone: 608-282-7000 Fax: 608-282-7090 Services: ATM, Night Drop, Coin Counter ¹ , Safe Deposit Boxes ¹ , Shared Branching ² , Notary ¹	Monday – Friday: Saturday: Sunday:	9:00 a.m. – 5:00 p.m. Closed Closed	8:00 a.m. – 5:30 p.m. 9:00 a.m. – 12:00 p.m. Closed
944 Williamson St, Madison, WI 53703 Phone: 608-282-7050 Fax: 608-282-7056 Services: ATM, Night Drop, Coin Counter ¹ , Shared Branching ² , Notary ¹	Monday – Friday: Saturday: Sunday:	9:00 a.m. – 5:00 p.m. 9:00 a.m. – 12:00 p.m. Closed	8:00 a.m. – 5:30 p.m. 9:00 a.m. – 12:00 p.m. Closed
105 Enterprise Dr, Verona, WI 53593 Phone: 608-845-9880 Fax: 608-845-9890 Services: ATM, Night Drop, Coin Counter ¹ , Safe Deposit Boxes ¹ , Shared Branching ² , Notary ¹	Monday – Friday: Saturday: Sunday:	9:00 a.m. – 5:00 p.m. Closed Closed	8:00 a.m. – 5:30 p.m. 9:00 a.m. – 12:00 p.m. Closed
1205 Joseph St, Dodgeville, WI 53533 Phone: 608-935-7000 Fax: 608-935-7004 Services: ATM, Night Drop, Coin Counter ¹ , Safe Deposit Boxes ¹ , Shared Branching ² , Notary ¹	Monday – Friday: Saturday: Sunday:	9:00 a.m. – 5:00 p.m. Closed Closed	8:00 a.m. – 5:30 p.m. 9:00 a.m. – 12:00 p.m. Closed
1000 Ihm St, Lancaster, WI 53813 Phone: 608-723-7470 Fax: 608-723-7519 Services: ATM, Night Drop, Coin Counter ¹ , Safe Deposit Boxes ¹ , Shared Branching ² , Notary ¹	Monday – Friday: Saturday: Sunday:	9:00 a.m. – 5:00 p.m. Closed Closed	8:00 a.m. – 5:30 p.m. 9:00 a.m. – 12:00 p.m. Closed
1520 E Hwy 151, Platteville, WI 53818 Phone: 608-348-6700 Fax: 608-348-6701 Services: ATM, Night Drop, Coin Counter ¹ , Safe Deposit Boxes ¹ , Shared Branching ² , Notary ¹	Monday – Friday: Saturday: Sunday:	9:00 a.m. – 5:00 p.m. Closed Closed	8:00 a.m. – 5:30 p.m. 9:00 a.m. – 12:00 p.m. Closed
120 Vinburn Rd, DeForest, WI 53532 Phone: 608-846-1330 Fax: 608-846-1661 Services: ATM, Night Drop, Coin Counter ¹ , Shared Branching ² , Notary ¹	Monday – Friday: Saturday: Sunday:	9:00 a.m. – 5:00 p.m. Closed Closed	8:00 a.m. – 5:30 p.m. 9:00 a.m. – 12:00 p.m. Closed
1800 Braunson Blvd, Fennimore, WI 53809 (SWTC)	ATM only, inside Southwest Wisconsin Technical College		

¹These services available only during lobby hours.

²Additional shared branching locations are available around the world. See <https://co-opcreditunions.org/locator>.



HEARTLAND CREDIT UNION
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 MADISON, WI 53718
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SHARE ACCOUNT RATE SCHEDULE

Effective August 1, 2021. This document provides important information concerning your account(s) at Heartland Credit Union ("Credit Union") and is incorporated into the Master Account Disclosure, which governs your account. This disclosure may be changed from time to time, and notice of any such changes will be provided to account owners as required by law or regulation. For current rates and other information, visit one of our branches, call us at 1-800-362-3944, email us at ebranch@heartlandcu.org, or visit our website at www.heartlandcu.org.

SAVINGS ACCOUNTS

Account Type	Dividend Rate	Annual Percentage Yield	Compounding & Crediting/ Dividend Period	Minimum Balance to Earn APY	Minimum Balance to Avoid a Fee	Minimum Balance to Open
Membership Savings	0.050%	0.05%	Quarterly	\$100	N/A	\$5
Special Purpose Savings	0.050%	0.05%	Quarterly	\$200	N/A	\$0
Saver's Sweepstakes Savings	0.050%	0.05%	Quarterly	\$25	N/A	\$25
Platinum Money Manager Savings; Platinum Money Manager Traditional IRA \$0 - \$24,999.99 \$25,000 - \$49,999.99 \$50,000 - \$99,999.99 \$100,000 - \$199,999.99 \$200,000 - \$499,999.99 \$500,000 and above	0.060% 0.080% 0.100% 0.120% 0.150% 0.180%	0.06% 0.08% 0.10% 0.12% 0.15% 0.18%	Monthly	\$0	N/A	\$0
Heartland Money Market Savings \$0 - \$49,999.99 \$50,000 - \$99,999.99 \$100,000 - \$149,999.99 \$150,000 - \$199,999.99 \$200,000 and above	0.000% 0.120% 0.150% 0.200% 0.220%	0.00% 0.12% 0.15% 0.20% 0.22%	Monthly	\$50,000	N/A	\$0
Traditional IRA, Roth IRA, or CESA Savings	0.150%	0.15%	Quarterly	\$100	N/A	\$0

CHECKING ACCOUNTS

Account Type	Dividend Rate	Annual Percentage Yield	Compounding & Crediting/ Dividend Period	Minimum Balance to Earn APY	Minimum Balance to Avoid a Fee	Minimum Balance to Open
Heartland Checking	This account does not earn dividends				N/A	\$0
Business Checking	0.050%	0.05%	Quarterly	\$10,000	N/A	\$0
Health Savings Account Checking \$250.00 - \$2,499.99 \$2,500.00 - \$4,999.99 \$5,000.00 - \$14,999.99 \$15,000 and above	0.100% 0.120% 0.180% 0.200%	0.10% 0.12% 0.18% 0.20%	Quarterly	\$250	N/A	\$0
Rewards Checking* Qualified, \$0 - \$25,000 Qualified, \$25,000.01 and above Non-Qualified	0.200% 0.050% 0.050%	0.20% 0.05% 0.05%	Monthly	\$0	N/A	N/A*
Dividend Checking*	0.070%	0.07%	Monthly	\$1,500	N/A	\$0
Go Local Checking*	0.100%	0.10%	Monthly	\$0	N/A	N/A*

CERTIFICATE ACCOUNTS

Account Term	Dividend Rate		Annual Percentage Yield	Minimum Balance to Open, Maintain and Earn APY	Compounding & Crediting/ Dividend Period	Early Withdrawal Penalty (Days)
	Monthly Dividend Period	Quarterly Dividend Period				
3 Month	0.080%	0.080%	0.08%	\$500	Monthly or Quarterly (at your option) and at Maturity	180 Days
6 Month	0.100%	0.100%	0.10%	\$500		
12 Month	0.150%	0.150%	0.15%	\$500		
12 Month "Add-On"	0.100%	0.100%	0.10%	\$250		
15 Month Special (1)	0.300%	0.300%	0.30%	\$500		
15 Month Special (1)	0.450%	0.450%	0.45%	\$200,000		
18 Month	0.200%	0.200%	0.20%	\$500		
24 Month	0.250%	0.250%	0.25%	\$500		
30 Month	0.280%	0.280%	0.28%	\$500		
36 Month	0.300%	0.300%	0.30%	\$500		
48 Month	0.400%	0.400%	0.40%	\$500		
60 Month	0.450%	0.450%	0.45%	\$500		

*These accounts are no longer offered; information shown is only for disclosure requirements related to existing accounts.
 1. Limited time offer available for existing HCU Share Certificates.

TRUTH-IN-SAVINGS DISCLOSURE

Unless otherwise specified, the following terms and conditions apply to all accounts described in this document. **Rate Information:** The Dividend Rate and Annual Percentage Yield ("APY") applicable to your account are shown in the applicable table. For savings and checking accounts, the dividend rate and APY are the prospective rates we anticipate paying at the end of the current dividend period; rates may change at any time and by any amount. For certificate accounts, the dividend rate and APY are fixed for the term of the account. The APY and dividend rate assume that dividends are to be added to principal; if you request that dividends be paid to a different account or mailed to you, the APY will be equal to the dividend rate. **Special Rate Information for Rewards Checking Accounts:** The dividend rate and APY applicable to a Rewards Checking account is determined by your use of the account. A Rewards Checking account is *qualified* if you satisfy the following four requirements each month: you must be enrolled in e-statements; you must log on to Online Banking at least once in the calendar month; your Rewards Checking account must receive at least one ACH deposit; and at least 12 debit card purchase transactions must post to your Rewards Checking account during the calendar month. Rewards Checking accounts that meet these four requirements in a calendar month are *qualified*; all others are *non-qualified*. Your Rewards Checking account is deemed *qualified* or *non-qualified* for the dividend period on the last day of each month. If your account is *qualified*, the dividend rate and APY for the "\$0-\$25,000" tier will apply to the portion of your average daily balance up to \$25,000 and the dividend rate and APY for the "\$25,000.01 and above" tier will apply to the portion of your average daily balance greater than \$25,000. If your account is *non-qualified*, the dividend rate and APY for the "Non-Qualified" tier will apply to your entire average daily balance. **Special Rate Information for Platinum Money Manager Savings, Heartland Money Market Savings and Health Savings Account Checking Accounts:** The dividend rate and APY applicable to your account will be determined by the tier in which your account balance lies at the end of each day, and that dividend rate and APY will apply to the entire account balance that day. **Special Rate Information for Go Local Checking Accounts:** Period shown applies to "Crediting" and "Dividend Period" only. After crediting, dividends are automatically distributed to a third-party. Therefore, compounding does not apply. **Compounding and Crediting:** Dividends will be compounded and credited with the frequency shown in the applicable table, and the dividend period for your account is shown in the applicable table. The following example shows how the dividend period works: the first quarterly dividend period of the calendar year will begin on January 1 and end on March 31; alternatively, the first monthly dividend period of the calendar year will begin on January 1 and end on January 31. All other dividend periods follow this same pattern. The dividend declaration date is the last day of the period. **Early Account Closure:** For savings and checking accounts, if you close your account before dividends are credited, you will not receive accrued dividends. For certificate accounts, if you close your account before dividends are credited, you will receive accrued dividends. **Minimum Balance Requirements:** The minimum balance required to open and to earn the disclosed APY is shown in the applicable table. You must maintain a minimum balance of \$5 in a Membership Savings Account at all times. For all dividend bearing accounts except Rewards Checking, you must have a minimum balance of the amount shown at the end of each day to obtain the disclosed APY. For Rewards Checking, you must have a minimum average daily balance of the amount shown during the dividend period to obtain the disclosed APY. **Balance Computation Method:** For all savings accounts, all checking accounts which earn dividends except Rewards Checking, and all certificate accounts, dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day. For Rewards Checking, dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period; the average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. **Accrual of Dividends:** Dividends will begin to accrue on the business day you deposit noncash items (e.g., checks) to your account. **Fees and Charges:** The fees and charges that may be assessed against your account are disclosed in the *Fee Schedule*. For certificate accounts without the words "Add-On" in the account title, after the account is opened you may not make any deposits into the account until the maturity date. **Special Rules for Certificate Accounts:** **Maturity Date:** The maturity date of your account is shown on your *Account Receipt* or *Renewal Notice*. **Early Withdrawal Penalties:** We may impose a penalty if you withdraw any of the dividends or principal before the maturity date. The penalty will be an amount equal to the number of days shown in the Certificate Accounts table, multiplied by the entire portion of principal and interest you withdraw, multiplied by the daily periodic dividend rate on your account. The calculated penalty may be withdrawn from your account principal or earnings at our discretion. We may waive this penalty if the withdrawal is following the death of the account owner, on automatic distributions of dividends, or if your account is a tax-advantaged account and the IRS would not impose a penalty for early distribution. **Renewal Policies:** Unless you instruct us otherwise, your certificate account will automatically renew at maturity. A notice of your renewal options will be sent to you at least 20 days before the maturity date. You will have a grace period of 10 business days beginning on the maturity date during which the early withdrawal penalty will be waived. **Notice of Withdrawal:** The Credit Union reserves the right to require 30 days' notice prior to any withdrawal. **Additional Terms and Conditions:** Your account is subject to all terms and conditions described in the *Master Account Disclosure*. **Special Rules for Tax-Advantaged Accounts:** If your account is designated as part of a tax-advantaged arrangement [indicated when "IRA" (Individual Retirement Arrangement), "CESA" (Coverdell Education Savings Account) or "HSA" (Health Savings Account) appears in the Account Type or on the *Certificate Receipt*], your account is subject to the terms and conditions of the trust or custodial agreement which governs your tax-advantaged arrangement. **Nature of Dividends:** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. The liability for dividends declared by the board of directors on term share (certificate) accounts and passbook savings accounts will terminate without penalty to the credit union upon the credit union entering an involuntary dissolution procedure, or if the Director of the Office of Credit Unions takes possession of the credit union under s. 186.235 (11), Stats. Upon dissolution, the Director of the Office of Credit Unions will determine the priority of payout of the various classifications of savings. **Non-Transferability/Non-Negotiability:** Your account is nontransferable and non-negotiable. You may not pledge the funds in your account to secure any obligation of an owner, except for obligations to the Credit Union. **National Credit Union Share Insurance Fund:** Member accounts in Heartland Credit Union are federally insured by the National Credit Union Share Insurance Fund.



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SHARE ACCOUNT FEE SCHEDULE

MEMBERSHIP AND ACCOUNT FEES (Fees post to affected savings or checking account)

Overdraft fee	\$25.00/each
Non-sufficient funds (NSF) fee	\$25.00/each
Overdraft protection transfer – applies when funds are transferred from another account to pay an overdraft ¹	\$5.00/each
Foreign check collection	At cost
Return deposit item fee:	
<ul style="list-style-type: none"> Personal, fiduciary or living trust account (general) Item drawn on account of same account owner at another FI Item drawn on closed account of same account owner at another FI Business account (any) 	\$10.00/each \$25.00/each \$50.00/each \$25.00/each
Stop payment fee – applies to individual ACH items or checks, or to a continuous series of checks	\$25.00/each
Research fee-Image retrieval and printing by HCU representative	
<ul style="list-style-type: none"> Deposit item Paid item Transaction history¹ Statement reprint 	\$5.00/each \$5.00/each \$3.00/each \$3.00/each
Research fee-Account reconciliation or research	\$25.00/hour
Paper statement mailing fee-applies when member's age is between 19-64 and they are not enrolled in e-Statements ⁴ The fee may be charged to any of your checking accounts or to your Membership Savings account	\$3.00/statement period
Copies of paid checks returned with statement fee*	\$25.00/month
Inactive membership fee– applies if aggregate balance of all accounts is less than \$100, no deposits or withdrawals for 12 months, and no certificates or closed-end loans	\$15.00/month
Legal process handling fee – applies to garnishments, levies and other legal process served against account	\$35.00/order
Termination of membership within first 30 days	\$25.00/each
Membership reinstatement fee – applies if member re-establishes a previously terminated membership within designated timeframes:	
<ul style="list-style-type: none"> First time within 90 days Second time within 90 days Third and subsequent time within 90 days 	\$20.00/each \$30.00/each \$50.00/each
Check printing fee	
<ul style="list-style-type: none"> Counter checks (sheet of 4 checks)¹ Pre-printed checks (per box)³ – posts to account as an ACH debit from “MAIN ST MBR SVCS” 	\$3.00/sheet At cost
Mail handling fee	
<ul style="list-style-type: none"> Statement forwarded by USPS Statement returned undeliverable 	\$5.00/each \$10.00/each

CASH SERVICES (Fees post to affected savings or checking account, or offset against affected transaction.)

Cashier's check fee ¹	\$5.00/each
Money order fee ^{1,2}	\$2.00/each
Check cashing fee ^{1,2} – applies if member has no accounts or loans besides Membership Savings, and balance is less than \$100	2% of each check
Coin counting fee – availability varies by branch, fee applies to non-members, and members with less than \$100 in Membership Savings and no other accounts	Lesser of \$5, or 10% of counted total
Specialty currency orders – 3 week lead time required prior to delivery	At cost

DEBIT CARD FEES (Fees post to associated savings or checking account)

Withdrawal at non-HCU owned ATM – applies after first 5 free per month	\$0.50/each
Deposit at non-HCU owned ATM – applies after first 5 free per month	\$0.50/each
Balance inquiry at ATM (any)	\$0.50/each
Transfer at ATM (any)	\$0.50/each
Transaction at ATM outside PULSE network	\$2.00/each
Merchant draft retrieval fee	\$10.00/each
ATM empty envelope deposit	\$50.00/each

WIRE TRANSFER SERVICE (Fees post to affected savings or checking account)

Domestic wire, outgoing	\$20.00/each
Foreign wire, outgoing	\$55.00/each
Incoming wire, any	\$15.00/each

BILL-PAYER SERVICE FEE (Fees post to associated checking account)

Excess bill-payer usage – 10 free bills paid per month, then fee applies	\$0.45/bill paid
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PREPAID CARD SERVICES (Fees post to affected savings or checking account)

Gift card fees – applies to initial purchase, additional usage fees disclosed with card agreement at time of purchase	\$3.00/each
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SAFE DEPOSIT BOX FEES (Fees post to affected savings or checking account, availability and sizes vary by branch)

Annual rent:	
• 3" x 5" x 22" box	\$15.00/year
• 5" x 5" x 22" box	\$15.00/year
• 3" x 10" x 22" box	\$25.00/year
• 5" x 10" x 22" box	\$35.00/year
• 10" x 10" x 22" box	\$55.00/year
Lost key replacement – applies if box can be re-keyed, availability varies by branch	\$50.00
Lost key box access – applies if box cannot be re-keyed, availability varies by branch (cost may be substantial)	At cost

*These accounts or services are no longer offered; information shown is only for disclosure requirements related to existing accounts.

¹Waived for Platinum level members.

²Waived for Gold level members.

³Waived if "Loyalty Points" checks are purchased with available Loyalty Points.

⁴For Corporations, LLC's, Partnerships, Associations, Trusts, Estates, etc. the members age will be determined by the charter date, creation date or other similar date as shown in our records.