

## General Provisions

This Agreement contains the rules and regulations that apply to you and the Credit Union ("Credit Union") regarding your Account(s). In this Agreement, the words "you" and "yours" mean the person(s) and/or entity who opened the Account at the Credit Union and include one or all Multiple Party Account owners, agents and fiduciaries of Accounts. The words "we," "us" and "our" mean the Credit Union. The word "Account" means any of the share, share draft or checking, club, share certificate, money market or escrow Accounts, as well as any other share savings type Accounts you have at the Credit Union. Please study this Agreement carefully and ask us if you have any questions. By signing a Credit Union Account signature card and receiving a copy of this Agreement you accept and agree, for yourself as well as for any person or entity whom you represent, to the terms and conditions stated in the signature card, this Agreement, the Truth-in-Savings Disclosures, and if applicable the Funds Availability Policy, Electronic Fund Transfers Policy and any other document you may have been given when you opened an Account. In case of inconsistency or conflict, the signature card, disclosure, policy, or other document shall control. These agreements, schedules, disclosures and policies are sometimes collectively referred to as the "Agreement." You agree to all future additions or deletions that may be made from time to time to this Agreement. You also agree that this Agreement shall be binding on your personal representative, heirs, successors and assigns. This Agreement shall be binding on the Credit Union's successors and assigns.

All Accounts and any transactions done in connection with an Account are subject to all applicable laws, regulations, and any amendments (except to the extent this Agreement can and does vary such laws and regulations), including 1) the bylaws of this Credit Union; 2) federal and Wisconsin law; 3) Federal Reserve Board operating circulars; and 4) the bylaws and rules of any clearinghouse to which the Credit Union (or its correspondent handling the items) belongs. If you opened your Account over the Internet, by phone, or through the mail, your Account will be governed by the laws of Wisconsin.

**Note: If the Credit Union has notice of a dispute between parties, authorized signers, and/or beneficiaries of multiple party accounts, business accounts, trust accounts, or custodial or fiduciary accounts (including accounts with agents or attorneys-in-fact), or receives inconsistent instructions from them, the Credit Union reserves the right to place a hold on or terminate the Account, require a court order to act, or required that all Account owners agree in writing to any transaction concerning the Account.**

The Credit Union reserves the right to waive the enforcement of any of the terms of this Agreement. Any such waiver is not sufficient to modify the terms and conditions of this Agreement and will not affect the right of the Credit Union to insist on full enforcement of its rights in the future.

The Credit Union reserves the right to change the terms and conditions relating to this Agreement at any time and you agree to abide by any and all changed terms. Changes that are required by state or federal law may become immediately effective. Changes in dividend rates on Accounts disclosed as

variable rate in the Credit Union's Truth-in-Savings disclosures will also become effective immediately. Other changes will become effective by (a) posting a notice of such changes at the Credit Union at least thirty (30) days prior to the effective date of the change; or (b) by placing a notice of such changes with or on your statement or in the Credit Union newsletter at least thirty (30) days prior to the effective date of the change; or (c) by notifying you of such changes in a letter at least ten (10) days prior to the effective date of the change.

The Credit Union may release such information about your Account to third parties as is necessary to verify the existence and conditions of your Account. The Credit Union may report information about your Account (or loans or other credit products) to credit reporting agencies. Late payments, missed payments, or other defaults on your Accounts (or loans or other credit products) may be reflected in your credit reports.

Accounts in the Credit Union are not transferable and are federally insured by the National Credit Union Share Insurance Fund. All coverage is governed solely by NCUA regulations.

**Membership Requirements.** To maintain an Account with the Credit Union at least one Account owner must be a member of the Credit Union. If you are eligible for membership, as defined by the Credit Union's bylaws, you may become a member by completing and signing a Membership Application Card and by purchasing at least one share in the Credit Union. You must maintain at least one share in the Credit Union while you have any Account or loan with the Credit Union.

**Account Opening Terms and Conditions.** To open an Account you must execute our Account signature card and provide the Credit Union with any document we may request. You authorize the Credit Union to check your account, credit, and employment history, and to obtain a credit report to verify your eligibility for any Accounts and services you request now or in the future.

### Forms of Account Ownership

**Single Accounts.** A Single Account is an Account that is owned by one member of the Credit Union. A Single Account may be owned by any person, corporation, partnership, limited liability company, limited liability partnership, trust, estate, association or organization. Upon the death of a Single Account owner and our receipt of any required documentation, the sums on deposit may be released to the personal representative of your estate, P.O.D. beneficiaries if you have designated any, or otherwise according to Wisconsin law.

**Multiple Party Accounts.** A Multiple Party Account is an Account that is owned by a member of the Credit Union together with one or more other persons or entities. In this agreement, Multiple Party Accounts include Joint Accounts and Marital Accounts. Unless the signature card clearly indicates that more than one signature is required, any Multiple Party Account owner is authorized to act for the other owner(s), and on his/her own may transact any business on the Account including but not limited to withdrawing, transferring, or closing the Account, or pledging as security all or any part of the shares of the Account without the consent of the other Account owner(s). The Credit Union shall have no duty to notify any other Multiple Party Account owner of another owner's actions.

If the Account signature card clearly indicates that more than one Account owner's signature is required, the number of signatures indicated by the signature card will be required to complete any transaction on the Account other than the stopping of payment on a draft or the making of deposits to the Account. Each Multiple Party Account owner is jointly and severally liable to the Credit Union for the amount of any item that is returned or that causes an overdraft on the Account regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. Each Multiple Party Account owner is also jointly and severally liable to the Credit Union for any fees assessed to the Account regardless of which Account owner incurred the fee. The amount of any returned or overdraft item or fee may be deducted from any Account that you own, even if the deduction causes an overdraft of the Account, the dishonor of items drawn on the Account, or triggers an advance under an overdraft protection plan. You agree to notify us in writing of the death of any Multiple Party Account owner, to provide us with any documentation we request to transfer the Account, to hold us harmless for any action of a Multiple Party Account owner concerning the Account, and to indemnify us for any action you take concerning the Account for which we may be held liable.

**Joint Accounts.** Unless the signature card clearly indicates that the Account is a Marital Account, any Account with two or more owners is a Joint Account. Upon the death of a joint owner(s), the funds in the Joint Account will pass to the surviving joint owner(s) except as otherwise provided by Wisconsin law.

**Marital Accounts.** A Marital Account is an Account established by two persons who are married to each other. To open a Marital Account you must complete a special Marital Account signature card. During your lifetime the Account is payable to either or both of you. Upon the death of one of the spouses listed on a Marital Account, the survivor will own 50% of the sums on deposit. The remaining 50% will be released to the personal representative of the deceased spouse's estate, or to P.O.D. beneficiaries, if any, or otherwise as provided by Wisconsin law.

**Payable on Death (P.O.D.) Designations.** Divorce, annulment, or a similar event may revoke P.O.D. provisions for a former spouse or a relative of a former spouse. Otherwise, the following terms apply, subject to Wisconsin law. Upon the death of the owner of a Single Account with a P.O.D. designation, the Credit Union will pay the balance of the Account to the surviving designated beneficiary(ies). Upon the death of the owner of a Joint Account with a P.O.D. designation the ownership of the Account passes to the survivor(s). Only upon the death of all the owners of a Joint Account will the Credit Union pay the balance of the Account to the surviving designated beneficiary(ies). Upon the death of any one owner of a Marital Account 50% of the sums on deposit will be paid to any surviving P.O.D. beneficiary(ies) designated by the decedent. The survivor owns the remaining 50%. All sums paid pursuant to a P.O.D. designation will be divided equally among the beneficiaries or the surviving beneficiary(ies) if one or more had died before the Account owner. We will require proof of death of the owner(s) before transferring the Account to the P.O.D. beneficiary(ies).

**Fiduciary Accounts.** A Fiduciary Account is an Account that is opened and/or controlled by a person acting on behalf of the owner of the funds of the Account. A fiduciary may be a personal representative, trustee, custodian, guardian, conservator, representative payee or other similar fiduciary relationships that we have recognized. We reserve the right to require such documents or authorizations as we may reasonably deem necessary or appropriate to satisfy us that the fiduciary has the authority to open, close, withdraw funds, or otherwise act regarding the Account. The Credit Union is authorized to follow the directions of the fiduciary until it receives actual notice that the fiduciary's authority has been terminated. The Credit Union shall be held harmless for refusing to pay or release funds in the Account where such refusal is based on the failure of the person requesting or directing the withdrawal to provide documents or authorizations requested by the Credit Union. The Credit Union is not liable for any misapplication of funds by a fiduciary and is not obligated to inquire as to the validity or propriety of any instructions or actions of the fiduciary. The fiduciary is responsible for any misapplication of funds and agrees personally as well as in his or her representative capacity to indemnify the Credit Union for any loss, costs, damages, liability or expenses (including reasonable attorney fees) the Credit Union may incur as a result of the misapplication of funds. If an Account is owned by a trust we may require a separate "Credit Union - Trust Agreement" that, in addition to this Agreement, will govern the terms of any Account opened by the trust at the Credit Union. If the Account is a Custodial Account we will require the transferor of funds to the Account and the custodian to complete a special signature card. If an Account is subject to the terms of a court order, statute, or other document under which the Account is opened, the terms of that order or document will govern the Account. The Credit Union must be provided with any court order or other documents governing an Account at the time the Account is opened. Such an Account will remain subject to the terms of this Agreement and a court order governing the Account, the terms of the court order or other applicable document shall prevail.

**Custodial Accounts (Uniform Transfers to Minors Act).** A Custodial Account is a form of Fiduciary Account established by a transferor of funds under the Uniform Transfers to Minors Act as adopted in Wisconsin. Any funds transferred under this Act become an irrevocable gift for the benefit of a minor (here a person under age twenty-one (21)). The Account is titled in the name of the minor and the minor's social security number is used for tax reporting purposes. The transferor must name a custodian of the Account, who holds the Account for the exclusive right and benefit of the minor and is the only party entitled to transact any business on the Account, barring a court order to the contrary. Only one custodian may be appointed for each Uniform Transfers to Minors Account. The Credit Union may act on the instructions of or otherwise deal with the custodian and has no duty to inquire as to the validity or propriety of any instructions or actions of the custodian.

The custodian may designate a successor custodian for the Account by completing the appropriate section of the Custodial Account Ownership Agreement. A successor custodian may assume control of the Account only upon the resignation, death, or legal incapacity of the custodian. When the minor reaches age 21, the custodian must transfer the Account to the minor. If the minor dies before turning age 21, ownership of the Account balance will pass to the minor's estate.

#### **Business, Organization and Association Accounts.**

Accounts owned by a business, organization or association have some special limitations. We will require a separate authorization form designating the person(s) authorized to make, and conditions required for, withdrawals from any Account in the name of a business, organization or association. We will honor such authorization according to its terms until we receive an amendment to or termination of the authorization in writing by the governing body of such organization. Transactions restricted by the federal Unlawful Internet Gambling Enforcement Act are prohibited and should not be processed through commercial accounts at the credit union.

#### **Account Specifics**

**Agents/Powers of Attorney.** You may give other persons authority to withdraw from or deposit to your Account by properly executing a document designating those authorized persons. The Credit Union will not permit an agent or attorney-in-fact to change the ownership of your Account or add or change any beneficiaries of your Account unless authorized under specific authority to make gifts. Once you name an agent or attorney-in-fact that person's authority will continue until you or a representative with the authority to act on your behalf notifies us to the contrary. Unless the document naming the agent or attorney-in-fact specifically states that it becomes ineffective in the event of your subsequent disability or incapacity, the agent's or attorney-in-fact's authority will remain in effect. The agent's or attorney-in-fact's authority also ends automatically when we receive actual notice of your death.

**Facsimile Signature.** If you authorize the use of a facsimile signature or other form of signature (collectively, "facsimile signature"), you agree that you shall have the sole responsibility for maintaining security of any such facsimile signature or device by which it is affixed and that you shall bear the entire risk of unauthorized use thereof whether or not you are negligent. You also agree that no facsimile of your signature may be considered a forgery or an unauthorized signature but that such facsimile signature shall be effective as your signature or endorsement. You further agree to indemnify and hold the Credit Union harmless from and against any and all loss, cost, damage, liability, or expense (including reasonable attorneys' fees) the Credit Union or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature.

**Deposits.** A receipt will be provided or made available upon request for all deposits to your Account. However, the amounts shown on your deposit receipts are based solely on your deposit ticket. Credits for all deposits are subject to final verification and, after review, the Credit Union may make adjustments to your Account for any errors, including any errors appearing on your deposit ticket. The actual credit for deposits of foreign currency or items payable in foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars. The Credit Union acts only as your agent for the collection of the items and is not responsible for handling items for deposit or collection beyond the exercise of ordinary care. The Credit Union is not responsible for the negligence of any correspondent or for the loss in transit, and each correspondent will only be liable for its own negligence. You waive any notice of nonpayment, dishonor, or protest regarding items we receive for credit or collection to your Account. The Credit Union may give you provisional credit for items deposited to your Account or Automated Clearing House (ACH) transfers to your Account. Items may be charged back against your Account or any other Account on which you are an owner if for any reason final payment is not received. If the Credit Union receives notice that an item is being returned, we may place a hold on the funds in your Account to cover the amount of the item. If we are unable to hold or debit sufficient funds from the Account into which the item was deposited, we may hold or debit funds from any of your Accounts. We need not give you prior notice of our actions with respect to an item. You waive notice of nonpayment for any item deposited to your Account. You also agree that items returned unpaid because of insufficient funds may be re-presented for payment without notice to you. We may charge fees for re-presenting items in accordance with our fee schedule. The Credit Union may delay your ability to withdraw certain deposits in accordance with the funds availability policy of the Credit Union. The Credit Union may return or refuse to accept all or any part of a deposit or credit to your Account at any time and will not be liable to you for doing so even if such action causes outstanding checks to be dishonored and returned. Refused deposits will be returned to you. The Credit Union is not responsible for deposits made by mail, night depository drop boxes or through a depository not staffed by the Credit Union's staff until the Credit Union actually receives the deposit. The Credit Union may rely on the Account number for any deposit record received, even if the record identifies a party different from the entity identified by name in the record.

**Endorsements.** Any item deposited to your Account that lacks an endorsement may be or may be deemed to be endorsed by the Credit Union on your behalf. With respect to any such item the Credit Union's rights and your liabilities shall be determined as though you actually endorsed and deposited the item. The Credit Union may require that certain government checks, insurance company items or other special types of checks be personally endorsed by each of the payees. Any endorsement you place on a check must appear in the area within 1 1/2 inches from the trailing edge of the check, which is the left side of the check looking at it from the front. No other

marks may appear in any other section of the back of the check, although we may accept endorsements outside this space. You agree to assume responsibility for and to indemnify the Credit Union for any delay or loss it may incur as a result of your failure to comply with these endorsement standards.

**Direct Deposit/Payroll Deduction.** You may authorize the direct deposit of your paycheck or other funds to your Account by completing a separate authorization form. If, in connection with a direct deposit plan, we deposit any amount in your Account that should have been deposited to another member's Account or for any reason returned to the federal government, you authorize us to deduct the amount of our liability from any of your future deposits or from any other Account you own. You agree we can do this without prior notice to you and at any time, regardless if it causes outstanding checks to be dishonored and returned, unless otherwise prohibited by law. We may also use any other legal remedy to recover the amount of our liability because of an incorrect deposit to your Account.

**Withdrawals/Transfers.** Any request for a withdrawal or transfer of funds must be made on a form approved by the Credit Union. We reserve the right to refuse withdrawals until we have properly signed authorizations on forms approved by us. The Credit Union may accept telephone or preauthorized orders from you to transfer or withdraw funds from your Account even if the transfer or withdrawal causes an overdraft. **If more than one check or other withdrawal request from your Account is presented to the Credit Union on the same day, and if your Account has sufficient funds to pay for some but not all of such checks or items, the Credit Union has the right to decide the order in which it will pay the checks or items it will pay and those it will reject (if any). The order in which your checks or withdrawal requests are received and processed can affect the total amount of overdraft fees, if any, you may incur. Drafts or other transfer or payment orders that are drawn against insufficient funds may be subject to one or more service charges set forth in the fee section of the Credit Union's Truth-in-Savings disclosures.** The Credit Union reserves the right to refuse to stop payment on any withdrawal issued in the form of a certified check, cashier's check, teller check, Credit Union check or money order. You agree to protect your account number, personal identification numbers or any other access devices, and keep them secure from unauthorized persons. If you give your Account number to another person or business and authorize that person or business to make transactions on your behalf, you authorize the Credit Union to honor any transaction initiated by that person or business even if you have not authorized a particular transaction. Unless otherwise prohibited by law, we reserve the right to refuse withdrawals or transfers if (a) there are insufficient collected funds in the Account, (b) a levy, garnishment or attachment has been served, (c) the Account secures an obligation to the Credit Union, (d) any required document has not been received, (e) you are in default on any loan with the Credit Union, or (f) the withdrawal or transfer would exceed the maximum number of withdrawals or transfers permitted by Regulation D for that type

of Account. Federal regulations impose limitations on transfers from certain types of Accounts and the Credit Union is required to monitor your compliance with these regulations. If you continue to exceed any withdrawal or transfer limits on your Account after the Credit Union has notified you of any such transfer violation, the Credit Union may close your Account, transfer the funds to another Account for which you are eligible, or eliminate your Account transfer privileges. The Credit Union reserves the right to require not less than 7 days notice in writing before permitting withdrawal from a share account, savings account, money market account, or any other account that qualifies as a savings deposit Account under Federal Reserve Regulation D. Your Accounts at the Credit Union are not transferable to third parties. Your Accounts may be subject to additional withdrawal limitations specified in the Credit Union bylaws or other documents you received when you opened your Account. Please see the Truth-in-Savings Disclosures applicable to your Account for additional limitations on the number or dollar amount of withdrawals or deposits.

**Dividends and Fees.** The dividends we pay on your Account change from time to time and are tied to the earnings of the Credit Union. For our current dividend rates, please see the dividend rates section of our Truth-in-Savings Disclosures. Liability for dividends established by us on any Account shall terminate without penalty if (1) we commence an involuntary dissolution procedure, or (2) the Office of Credit Unions takes possession of the Credit Union under Chapter 186 of the Wisconsin Statutes. If the Credit Union dissolves, the Director of Credit Unions shall determine the priority of payout of the various classifications of savings.

From time to time your Account may be subject to fees. The amount and conditions under which fees may be charged to your Account are set forth in the Credit Union's Truth-in-Savings Disclosures. You may also request other Credit Union services that are subject to a fee. Information about fees for services will be provided upon request. You agree that any fee incurred may be deducted from any Account you own, even if the deduction causes an overdraft of the Account, causes the dishonor of items drawn on your Account, or triggers an advance under an overdraft protection plan. We reserve the right to change our fees at any time. If we change our dividend rates or fees you will be given notice according to the terms of this Agreement and as required by federal or state law.

**Periodic Statements/Error or Unauthorized Withdrawal Notifications.** Unless you have instructed the Credit Union otherwise in writing, statements will be sent to the first named Account owner's last known address on file with the Credit Union. You agree to promptly notify the Credit Union of any change of your address and will assume full responsibility for any failure of the Credit Union to deliver statements to you due to your failure to notify the Credit Union of any change of address. You agree that the Credit Union may mail statements for Accounts with the same mailing address in the same envelope. You must exercise reasonable promptness in carefully examining your statement and reporting any error or unauthorized withdrawal. You agree that you will examine your

statement and report any error or unauthorized withdrawal appearing on the statement to the Credit Union within 30 days of the date your statement was mailed to you. The Credit Union is not responsible for any loss caused by an error or unauthorized withdrawal reported after this time.

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

**Right of Set-Off.** You hereby grant the Credit Union a consensual security interest and a lien on your Accounts and agree that we have the right to set-off against all or any part of any Account balance, any debt or liability you may owe us. The Credit Union may exercise this right of set-off against any funds deposited to your Account, including Social Security, Supplemental Security Income, or other government benefits deposited to your Account. However, this consensual security interest may not apply to your Account if: (a) it is an IRA or other similar tax deferred Account; (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) your right of withdrawal arises only in a representative capacity. Our set-off right may be exercised at any time without prior notice to you, unless such notice is required by law. If your Account is a Multiple Party Account, and one or more Multiple Party Account owners are indebted to the Credit Union in any manner, the Credit Union may use the funds in the Multiple Party Account to pay the debt regardless of which owner contributed the funds to the Account. We will not be liable for the dishonor of any check when the dishonor occurs because we exercised our right to set-off. You agree to indemnify and hold us harmless from any and all liability that may result from the exercise of our set-off rights. If you are indebted to the Credit Union at the time of your death the Credit Union may exercise its right of set-off against your Account notwithstanding any rights that a surviving Multiple Party Account owner, a P.O.D. beneficiary, heir or beneficiary of a trust Account may have to the balance of the Account.

**Automatic Transfers.** If the Credit Union offers automatic transfer services for your Account, the Credit Union may honor any item or transaction drawn on insufficient funds by automatically transferring funds according to the Credit Union's automatic transfer policy from another Account

you own, regardless of whether the Account is a Multiple Party Account, or from your line of credit. The Credit Union may however, in its sole discretion, refuse to make such a transfer if the transfer would exceed any transfer limitations for such Account established under federal regulations, if Credit Union policies would prevent the transfer, or if an advance is not permitted under the terms of your line of credit agreement.

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

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

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

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

The Credit Union may establish or change cut-off times for the receipt, execution, and processing of funds transfers, payment orders, cancellations or amendments. If the Credit Union has established cut-off times, a notice of such cut-off times will be available from the Credit Union upon request. Funds transfers, payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following funds transfer business day and processed accordingly.

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

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

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

If you give the Credit Union a payment order that identifies

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

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

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union may not provide you with next day notice of receipt of payment orders credited to your Account. You will continue to receive notices of receipt of funds transfers in your periodic statements. You may verify receipt of any funds transfer by calling the Credit Union.

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your Account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by noting such items in your periodic statements. You may inquire between receipt of periodic statements whether or not a specific funds transfer has been received by calling the Credit Union during regular business hours.

You must exercise reasonable promptness in examining your statement and reporting to the Credit Union any erroneous or unauthorized funds transfer. You agree that you will examine your statement and report any erroneous or unauthorized funds transfer to the Credit Union within 30 days of the date your statement was mailed to you. The Credit Union will not be liable for any error or unauthorized withdrawal unless you notify the Credit Union of the error or unauthorized withdrawal within 30 days of the date the statement was mailed to you.

If the credit union becomes obligated under Article 4A of the Uniform Commercial Code or Chapter 410 of the Wisconsin Statutes to pay interest, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the Account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made. Except as permitted by law, you also agree that the Credit Union shall not be liable for indirect, incidental exemplary or consequential damages (including lost profits or earnings) of any kind or attorney fees as a result of any funds transfer.

### Special Provisions for Share Draft or Checking Accounts.

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

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

You must exercise reasonable promptness in carefully examining your periodic statement and reporting to the Credit Union any unauthorized share draft. Your statement will include sufficient information to reasonably identify an unauthorized share draft, including the amount, date of payment and any item number. Your failure to notify the Credit Union of any unauthorized share draft, which you reasonably should have discovered from the information contained in your statement, within 30 days of the date your statement was mailed to you is conclusive proof that you failed to exercise reasonable promptness in examining your statement and reporting to the Credit Union the unauthorized draft. The Credit Union will not be responsible for any item that is altered or forged so cleverly that a reasonable person cannot detect the alteration or forgery. Without regard to the care or lack of care of either you or the Credit Union, you agree that if you fail to report any unauthorized share draft within 60 days of the date your statement was mailed to you, and if such failure to report would cause a loss to the Credit Union, that the Credit Union is in no way liable for any loss caused by the unauthorized share draft.

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

The Credit Union may adopt the practice of using another credit union, bank or some other clearing agent to pay share drafts drawn on your Account. This method of clearing share drafts may involve the truncation of your share drafts. When share drafts are truncated, the bank or clearing agent retains your original share draft and the Credit Union may not be able to verify your signature before your share draft is paid. The Credit Union or its clearing agent may also use automated

share draft sorting equipment and automatic payment of share drafts without manual verification of signature, or other sight examination. You agree that check truncation and the use of automated check sorting equipment are customary and generally accepted practices among credit unions, are commercially reasonable methods of paying share drafts drawn on your account and that the Credit Union has exercised ordinary care in so paying any share draft using either or both of these methods of clearing share drafts.

If you draw a share draft or otherwise authorize withdrawals not presented for payment until after your death the Credit Union is authorized to pay such share drafts and withdrawals notwithstanding any rights that a surviving Multiple Party Account owner, a P.O.D. beneficiary, heir or a beneficiary of a trust account may have to sums deposited to the Account.

The Credit Union may assess a service charge as disclosed in the Truth-in-Savings Disclosures provided to you, for any overdraft of your Account or for any item or withdrawal request drawn against your Account that it returns non-sufficient funds (NSF). The Credit Union will not be liable for failure to pay any item unless it is drawn against collected funds credited to the Account at the opening of business on the day that the item is presented for payment. The Credit Union may, but is not obligated to, pay an item that overdraws your Account. By paying one or more overdrafts the Credit Union does not agree to pay future overdrafts. You agree to pay the amount of any overdraft together with any overdraft charge immediately upon demand at the Credit Union's offices, whether the overdraft was caused by you or an authorized party and regardless of whether you signed or requested the withdrawal or participated in the transaction creating the overdraft or received any benefit from the withdrawal creating the overdraft. Unless the law prohibits the collection of such cost, you agree to pay all costs and expenses, including attorney fees incurred by the Credit Union in the collection of any overdraft.

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

We may, but are not obligated to, pay any check or draft drawn on your Account that is stale dated (presented more than six (6) months past its date). If we pay an item that is stale dated you agree to hold us harmless for taking such action.

If you postdate a share draft that is presented for payment before the date stated on its face and unless you have notified the Credit Union in accordance with the requirements stated below that you have postdated the draft, the Credit Union may treat the draft in the following ways: (a) we may pay the draft, even if it causes an overdraft on your Account; or (b) we may return the draft to the payee. If you notify the Credit Union that you have postdated a draft, your notice must allow us reasonable time to notify our employees and to act on the notice. The notice must accurately identify the draft by exact draft number, Account number, payee, date and amount.

You understand that the exact information is necessary for the Credit Union's computer to identify the draft. The Credit Union is not responsible if your notice is not timely or if the information you give is incorrect or incomplete. You may give us notice of a postdated draft orally, but your oral notice will lapse after fourteen (14) calendar days unless you confirm your notice in writing. A written notice is effective for six (6) months. A written notice may be renewed for subsequent six (6) month periods, but any renewal of a notice must be in writing and must be given to the Credit Union before the expiration of the effective period of the prior notice, and must provide the same information provided in the original notice. You may be assessed, and you agree to pay, a service charge for each postdated draft notice. If we pay over a valid postdated item notice, we will be liable for actual damages only in an amount not to exceed the amount of the item.

If you would like to place a stop payment on a share draft, you must give us the exact draft number, Account number, payee, date and amount. We must receive a stop payment order in time to give us a reasonable opportunity to act on it. Any Account signer may request a stop payment on a draft even though he or she has not signed the draft and regardless of the number of signatures required to make withdrawals or transfers to the Account. Only the person who authorized the original stop payment may release a stop payment order. You may give us notice of a stop payment on a draft orally, but your oral notice will lapse after fourteen (14) calendar days unless you confirm your notice in writing. A written notice is effective for six (6) months. We may at our option continue stop payment orders beyond these time limits unless you cancel the stop payment order. A written notice may be renewed for subsequent six (6) month periods, but any renewal of a notice must be in writing, and must be given to the Credit Union before the expiration of the effective period of the prior notice, and must provide the same information provided in the original notice. You may be assessed, and you agree to pay, a service charge for each stop payment request. If we pay over a valid stop payment request, we will be liable for actual damages only in an amount not to exceed the amount of the item.

This credit union is federally insured by the National Credit Union Administration.  
All coverage is governed solely by NCUA regulations.

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# Your Account Agreement

*This document contains important information about your Accounts. Please read it carefully. If you have any questions, please ask a member service representative.*