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## Agreement Terms and Disclosures

### 1. This is an Agreement between You and Your Credit Union

#### a. Agreement for Accounts and Services.

You understand that the Business Member Service Application and the Business Member Service Agreement create a legally binding Business Member Service Agreement (“Agreement”) that governs your business or organization accounts and services with Baxter Credit Union (“Credit Union”). This Business Member Service Agreement explains the specific Agreement terms, disclosures, responsibilities and liabilities of membership, account ownership and related services for your accounts with us. By applying for membership, opening an account, initiating a service and signing or otherwise validating the Business Member Service Application of this Agreement (the account form) and/or through the receipt and/or electronic availability of your periodic statement, you and all authorized persons (which includes representatives and signers) signing on your behalf are agreeing to the terms, responsibilities and accompanying liabilities of this Agreement which includes our Funds Availability disclosures, Electronic Fund Transfer disclosures, and Product Feature, Service Charge and Fee disclosures. You promise that all the information provided by you to us in the Business Member Service Application of this Agreement is complete and true, and that the Business Member Service Application has been completed according to your instructions, as confirmed by your signature on or validation of the Business Member Service Application of this Agreement through your use of an account or a service, and/or your receipt and/or electronic availability of your periodic statement. You understand that we may rely exclusively on the terms of the Business Member Service Application and the Business Member Service Agreement of your and our Agreement, and further agree that we have no obligation to rely on any other documents, unless otherwise required. In addition to providing you with excellent service, accounts and services it is the essential purpose of this Agreement to fairly apportion the advantages, responsibilities and liabilities of membership, account ownership and services used by each member between that member and the Credit Union. This enables us to provide the best products and services possible, in the most cost effective manner, for the benefit of all members of our Credit Union.

#### b. Questions? Please Ask Us.

Please read and keep this Agreement so that you can refer to it anytime you have a question about your membership, an account or a service. You understand and acknowledge that you may contact us anytime we are open for business to obtain additional copies of this Agreement (and the Business Member Service Application (the account form) specifically), and that you can also access the Business Member Service Agreement and all our disclosures anytime on our website at [www.bcu.org](http://www.bcu.org). As an owner of this Credit Union it is particularly important that you read and follow the terms of this Agreement so that we can meet your account and account related service needs, and in order for you to carry out your responsibilities and avoid any losses or liability. You further understand that this Agreement is written in English, and that it is your responsibility to get help from us and persons of your own choosing (such as family, friends, employers, professional advisors, etc.) should you have any language difficulties in reading and understanding this Agreement. Should you have questions or need an explanation about any matter addressed in this Agreement (the Business Member Service Application and the Business Member Service Agreement), please contact us toll free at 800-388-7000 during business hours and we will be happy to answer your questions.

#### c. Important Definitions for You and Our Agreement.

In this Agreement the words “we,” “our,” and “us” mean the Credit Union, and the words “you” and “your” mean you the business or organization account owner(s) (“member” or “owner”). “You” and “your” also apply to any authorized person, which includes representatives and signers appointed by you or acting on your behalf according to this Agreement.

The word “account” means one of three types of accounts that you can own and/or can access at our Credit Union: a savings account, checking account or certificate account. Though there are a number of titles (names) for your accounts with us, all your accounts will be one of these three account types. A savings account pays dividends, and is subject to limits on certain types of transactions on the account (as further explained in the Product Feature, Service Charge and Fee disclosures). A checking account may or may not pay dividends, and most transactions are conducted by check, debit card, ATM card or by phone or online. A certificate account pays the highest dividends for keeping the funds in the account for a set period of time (a certain number of months), subject to a penalty if withdrawn before that set time period. All accounts that you have with us will be one of these three account types (i.e., will be a savings, checking or certificate account).

The words “add”, “adding”, “additions” or “additional” mean that the account owner or a representative has added a new account and/or service with us under an existing account number by any means we allow (e.g., in person, by mail, phone or online) according to this Agreement. When you request us to add an account and/or service, you understand that we may use and require you to sign a Business Member Service Application account form to add the account and/or service, and that we may note the added account and/or service on the Business Member Service Application account form by the word “Added” on the form.

The words “affiliated person” or “affiliated organization” means any person or organization employed by or associated with us who we request to assist us in any way with the business and affairs of the Credit Union.

The word “authorized person” is a person designated by the owner as a representative and/or signer by you or acting on your behalf according to this Agreement, who has signed the BMSA Business Member Service Application.

The word “Business” means a corporation, limited liability company, partnership, unincorporated association, sole proprietorship or similar organization, group or entity, whether profit or nonprofit that is eligible for membership at the Credit Union. The word business includes organizations as defined in this Agreement.

The word “change” means to revise any information concerning an account or service, any change to a representative or signer concerning an account or service, or termination of a service with us according to this Agreement. Any representative acting alone may make any change to an account or service which includes adding or removing a representative to or from an account or service. When you request us, or we require you, to make a change to an account or a service, or terminate a service, you understand that we may use and require you to sign an updated (revised) Business Member Service Application account form (or other form we use), on which we may note the change and include the word “Revised” on the updated Business Member Service Application account form.

The word “close” used in connection with an account means to terminate an account (and likely terminate the related service(s)) with us according to this Agreement. Any representative acting alone may close an account (and likely terminate any related service). When you request us, or we require you, to close an account (and likely terminate the related service(s)) you understand that we may use and require you to sign a Business Member Ser-

vice Application account form (or other form we use), on which we may note the closed account or terminated service and include the word “Closed” on the Business Member Service Application account form.

The word “fiduciary” generally means any relationship where one person has a responsibility to act for the benefit of another person, business or organization.

The words “online”, “through the internet”, “available to you electronically”, “electronic availability” and “electronic notice” mean your ability to access account and service information either at our website or through an internet-based product or service we provide and to which you have agreed (e.g., secure online account and service access solutions).

The word “organization” means a group, association or other private or government entity that is represented by people whether recognized under the law or not.

The word “original” on your Business Member Service Application account form means that you have opened an account and/or initiated a service with us according to this Agreement. When you request us to open an account or initiate a service you understand that we may use and require you to sign a Business Member Service Application account form (or other form we use), on which we may note the new account or service and include the word “Original” on the new Business Member Service Application account form.

The words “Business Member Service Application” mean our account form, which, along with the Business Member Service Agreement (BMSA, this document), creates our complete Agreement with you. The word “Business Member Service Application” also refers to any other signature card, account card or other form that we use or provide and that you signed or otherwise authenticated in order to specify the authorized persons on your account(s).

The words “Business Member Service Agreement or “BMSA” mean this document which, along with the Business Member Service Application (the account form) creates our complete Agreement with you. This BMSA includes our Funds Availability disclosures, Electronic Funds Transfer disclosures, Product Feature, Service Charge and Fee disclosures, and any changes that we make to them from time to time, and along with the Business Member Service Application account form creates the complete Business Member Service Agreement.

The terms “people” or “person” mean human beings.

The word “Provision” refers to the thirty (30) provisions of our Business Member Service Agreement (BMSA, this document), which can be located by page number in the table of contents at the beginning of the BMSA.

The word “representative” means a person who can conduct transactions on an account, and can initiate, change, add, close or terminate an account or service according to this Agreement.

The word “Section” refers to the seven (7) sections of the BMSA Business Member Service Application account form. The identifying number for each section on the BMSA Business Member Service Application can be located at the far right side of each section of the Business Member Service Application account form.

The word “signer” means a person who only has the right to conduct transactions on an account, but cannot initiate, change, add, close or terminate an account or service.

The word “transaction” means 1) any action, instruction, order or request that would increase or decrease the balance in an account, or would impose a lien or security interest on funds in the account, and 2) any other request for use of any service or information in connection with the account. The word “transaction” does not include adding an account or service, changing any information or an representative or signer on an account or service, or closing or terminating an account or service. You may conduct

a transaction by any means that we allow, such as in person, by phone, at an Automated Teller Machine (ATM), our services that can be accessed online, or by debit card, ATM card, credit card or mail.

#### **d. Right to Rely on this Agreement.**

You acknowledge the receipt of and agree to the terms, responsibilities and liabilities of this Agreement given to you in person, downloaded from our website, and/or mailed or e-mailed to you at the address in the Business Member Service Application, if provided. As explained to you in Provision 1. a., this Agreement includes the Funds Availability disclosures, Electronic Fund Transfer disclosures, Product Feature, Service Charge and Fee disclosures, and any changes that we make to them from time to time. To reduce costs for all members, you agree that we may optically scan, image, film or electronically capture (as technology allows) the image of your original Business Member Service Application and revised Business Member Service Applications as applicable (and all related forms and documents that pertain to your account(s) and services), and agree that the electronic copy of the Business Member Service Application is (and all related forms and documents are) binding on you and us. You may request a copy of your Business Member Service Application(s) and any related form(s) and document(s) anytime we are open for business. You further understand that you may initiate, change, add, close or terminate your accounts, services or membership with us at any time according to terms of this Agreement.

For all transactions on an account or use of a service, and for any initiation, change, addition, closure or termination of an account and/or service, you agree that we may rely exclusively on the terms of the Business Member Service Application and the Business Member Service Agreement, our Bylaws, and any changes we make to these documents from time to time. Further, you understand that any changes you make to your existing account(s) and services and any additional accounts or services that you request will also be governed by the Business Member Service Application and the Business Member Service Agreement, our Bylaws and policies, and any changes we make to them from time to time.

When you open a savings account under an account number assigned to you by us, the representatives (and/or signers, if any) on your savings account apply to all your other accounts opened (added) under that account number (see Provisions 4 and 5 regarding authorized persons on your account(s)). If you would like to open and own one or more accounts with different representatives (and/or signers, if any) than your savings account, please tell us and we will assist you in obtaining an additional account number for the account(s), which may be opened on a new Business Member Service Application account form (or other form we use).

Upon your request, when we allow you to open an account without completing a Business Member Service Application account form (or other form that we use), you agree that the ownership and/or survivorship features of the account are governed by the ownership and/or survivorship features that we have input into our data processing system for the account according to your instructions (see Provision 4, regarding account ownership and survivorship features), and which can be displayed in a print out of the ownership and survivorship features for the account from our data processing system. You understand that you may reconfirm, and/or obtain a Business Member Service Application account form that substantiates, the ownership and/or survivorship features of the account by contacting us anytime we are open for business.

#### **e. Business Member Service Application Controls Who Can Access, Change, Add and Close Accounts.**

Depending on the accounts and related services that you have selected, we may provide you with periodic statements and maturity notices that contain account information. Further, you may

call us with questions about your account(s) and services, or be able to access information about your account(s) and services online. You understand that statements, notices, online access and questions based on our data-processing system may not include all the information about your account(s), and do not control the authorized persons who can access, change, add and/or close your account(s). You understand and acknowledge that only your most recently signed and dated Business Member Service Application account form in addition to previously signed and dated Business Member Service Application account form(s) as applicable, controls the number of representatives (and/or signers, if any) on your account(s). Further, you agree that we may rely exclusively on your most recently signed and dated Business Member Service Application account form in addition to previously signed and dated Business Member Service Application account form(s) as applicable, to determine the authorized persons who may access, change, add and/or close your account(s). To confirm the authorized persons who specifically can access, change, add and close any account with us, please request us to refer to and provide you with a copy of your most recently signed and dated Business Member Service Application account form (in addition to previously signed and dated Business Member Service Application account form(s) as applicable) for that account.

In order to reduce costs and expenses for all members of our Credit Union, you agree that if you have updated a fully completed and signed Business Member Service Application that does not require us to refer to prior copies of our Business Member Service Application (or other form that we use) for contract or compliance purposes, we may permanently destroy [i.e. shred and recycle] any prior Business Member Service Applications and/or related documents.

#### **f. How Accounts are Titled.**

Accounts are generally titled so that the name used on the account matches the Social Security Number or Employer Identification Number you have provided for the account in order to satisfy legal and data processing requirements. Upon your request, we can include a full description, explanation or any legal title you need in the Business Member Service Application of the Agreement to explain the purpose of the account and/or the ownership of the funds held in the account.

## **2. Organization of Your & Our Agreement**

In the Business Member Service Application of your and our Agreement (the account form), you have provided us with your information to apply for membership, selected the representative(s) (and/or signer(s), if any) for your account(s) and selected services. On the Business Member Service Application you have also certified that the name, Social Security Number (SSN) or Employer Identification Number (EIN) and address that you have provided are correct (or that you are exempt or the number is unnecessary), that you are a U.S. citizen or U.S. person, and whether or not you are subject to backup withholding. To fulfill your account and service requests, we use the Business Member Service Application account form to open, initiate, change (revise), add, close or terminate accounts and/or services, and may require you to sign a Business Member Service Application account form for any of your account and/or service requests.

This Business Member Service Agreement sets forth the specific terms, responsibilities and liabilities of membership, account ownership and related services with us. It is organized chronologically, starting with important terms and definitions that you should know about this Agreement, followed by membership, creation or initiation of accounts and related services, account and service maintenance and change issues, and finally addresses a number of account and service closure and termination issues. The Business Member Service Agreement concludes with six (6) important disclosures that also affect your account and services: the Funds Availability disclosures, Electronic Fund Transfer disclosures, and

Product Feature, Service Charge and Fee disclosures. Again, should you have questions or need an explanation about any matter addressed in this Agreement (the Business Member Service Application and the Business Member Service Agreement) please contact us toll free at 800-388-7000 during business hours and we will be happy to answer your questions.

## **3. Membership in the Credit Union**

### **a. Requirements of Membership.**

To become a member of our Credit Union, you (as a person or business or organization) must be in our field of membership as described in our Bylaws or Charter and open and maintain at least one savings account with the minimum required membership or savings amount, as described in the Bylaws (or otherwise required). If you are an owner, partner, principal, shareholder, or member of a business or organization, that business or organization may join as a member of the Credit Union and have its own accounts if it is principally comprised of people who are eligible for membership with us. Before opening the account, we may require any authorized person to provide proof that 1) the business or organization is lawfully formed (e.g., by production of Articles of Incorporation, Operating or Partnership Agreement, registration with the Secretary of State, business license, tax returns and client references from the last three years, etc.), 2) the business or organization wants to join the Credit Union, open accounts and initiate services, and 3) to establish both his or her authority to act as an authorized person for the account or service for the business or organization (e.g., notarized board resolution, partnership letter, business license and driver's license, etc.) and his or her identity as an authorized person.

### **b. Identification, Tax Identification Number & Backup Withholding.**

To join our Credit Union, open, own, be on an account and apply for or use a service, in addition to providing us with your current name, street (or physical) address (and if different, your mailing address) and phone number, we will require you to provide us with current government issued picture identification and a Social Security Number (SSN) or Employer Identification Number (EIN) (generically referred to as Taxpayer Identification Numbers or TINs). We will further require you to certify (confirm) for Internal Revenue Service (IRS) reporting purposes that the SSN or EIN matches the name and address and indicate whether you are currently subject to backup withholding, and whether you are a U.S. citizen or U.S. person. To provide you with excellent service and for your and our protection, you agree that we may retain a copy or electronic image of your current government issued picture identification for identity verification for any and all transactions or matters related to your account or services. If the IRS indicates that there is a problem with the name and number provided by you for the account on the Business Member Service Application of this Agreement or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payments to the IRS.

### **c. Authorization to Obtain Information.**

You agree that we may check financial information about you and any authorized person to evaluate account, employment and credit history, which includes obtaining reports from third parties and credit reporting agencies, to confirm your and any authorized person's eligibility for membership, accounts and services we may offer.

### **d. Denial of Membership.**

You understand that we may deny membership to anyone based on any non-prohibited reason or basis, including but not limited to: 1) that your membership, an account, product or service may be used for a purpose that potentially violates or causes us excessive burdens under Federal or state law 2) having caused us a loss, 3) abuse of our employees, volunteers, members or any af-

filiated person or organization, 4) having not repaid a loss, 5) lack of acceptable identification, 6) previous expulsion, 7) information we obtain about you from your account, employment and credit history, or 8) for your failure to comply with any of your responsibilities under this Agreement.

#### 4. Accounts of Businesses & Organizations

By signing the Business Member Service Application of this Agreement and/or through the use of an account or service or receipt or electronic availability of a periodic statement, you have acknowledged and informed us of the authorized persons who can act on behalf of the business or organization on its accounts and related services (again referred to as representatives and/or signers). Please be aware that only "sole proprietorship" and "doing business as" accounts may designate beneficiaries/POD payees on those accounts on a form as we require (please see Provision 28.). You agree to notify us in writing of any change in authority of any authorized person. We may rely on the written authorization in the Business Member Service Application until you tell us in writing of any changes and we have had a reasonable time to act on the written notice. By signing the Business Member Service Application of this Agreement, you certify that the business or organization is not engaged in internet gambling, marijuana, money service business (MSB), firearms, private ATM ownership or a virtual currency (including, but not limited to Bitcoin) business, and will notify the Credit Union before engaging in any internet gambling, marijuana, MSB, firearms, private ATM ownership or virtual currency business in the future. You also certify the business is not engaged in any illegal activities. You understand we may terminate your account if you are engaged in any of the aforementioned businesses or any other activity the Credit Union deems a risk to its financial and reputational status.

#### 5. Certificate of Authority

The business or organization and each corporate, business or organizational officer, partner, director, member, employee, manager, volunteer or fiduciary, as applicable, who signs the Business Member Service Application of this Agreement warrants that the business or organization has been duly formed and currently exists and certifies the following:

##### a. Authorized Persons.

The authorized person(s) named on the Business Member Service Application of this Agreement is/are authorized to act on your behalf on your account and services based upon the designated authority and Certificate of Authority as stated below.

**i. Representatives.** Representatives are vested with full authority to conduct transactions on and use accounts and are vested with full authority to initiate, change, add, close or terminate services on behalf of the business or organization. The owner and representative(s) understands that any representative acting alone may conduct transactions on the account and initiate, change, add, close or terminate services for the business or organization, and that his or her signature on the Business Member Service Application of this Agreement confirms his or her agreement to any later initiation, change, addition, closure or termination of a service by any other representative on the account. We may require a majority of representatives to jointly request the addition or closure of an account, and the addition or termination of another representative or any signer in writing. The owner and all representatives agree that we have no duty to notify the owner or representatives of the account of any transaction on the account or any initiation, change, addition, closure or termination of a service by any representative acting alone. If you request us to place a representative on an account who has not signed the Business Member Service Application account form (or other form we use), you agree that person is a representative of the account who may conduct transactions on the account and initiate, change, add, close or terminate services according to this Agreement. The rep-

resentative's authority will continue until we receive written notice that you have terminated the representative's authority and have a reasonable opportunity to act on that notice. If you wish to terminate a representative's authority on the account, you must notify us and change the Business Member Service Application of this Agreement, or close the account. We have no duty to prevent a representative from conducting transactions on the account or initiating, changing, adding, closing or terminating a service until you have made this change or closed the account.

**ii. Designation of Signers.** The owner and/or a representative may designate a person or persons to be a signer on the account who will be authorized to conduct transactions on the account. We will require you and your signer(s) to provide information about the signer(s) and will also require each signer to sign the Business Member Service Application of this Agreement (the account form). A signer only has the right to conduct transactions on the account, and cannot initiate, change, add, close or terminate an account or service. If you want to add a person to your account who can initiate, change, add, close and/or terminate an account or service, you may add the person as a representative on the account. If you request us to place a signer on an account who has not signed the Business Member Service Application account form (or other form we use), you agree that person is a signer on the account who may conduct transactions according to this Agreement. Once you have designated a signer on your account, it is your sole responsibility and not our responsibility to monitor a signer's transactions on the account, and you agree that we have no duty or responsibility to monitor, inquire about or notify you of the use and purpose of any transaction conducted by your signer on the account, or assure that any transaction is for your benefit. The signer's authority to conduct transactions will continue until we receive written notice that you have terminated the signer's authority and have a reasonable opportunity to act on that notice. The owner and any representative may remove a signer from an account, though if you wish to terminate a signer's authority to conduct transactions on the account, you must notify us in writing and change the Business Member Service Application of this Agreement, or close the account. We have no duty to prevent a signer from conducting transactions on the account until you have made this change or closed the account.

##### b. Certificate of Authority.

Each authorized person named on the Business Member Service Application of this Agreement certifies and agrees that the business's or organization's accounts and services will be governed by the terms stated in this Agreement (Parts 1 & 2), as amended from time to time. You direct us to accept and pay without further inquiry any check, draft or item, bearing the signature of a representative or a signer, drawn against any of your accounts. Any one representative or signer is expressly authorized to endorse all checks, drafts or items payable to or owned by the business or organization for deposit with or collection by us and to perform any other transaction permitted under this Agreement. The authority given to the authorized persons named on the Business Member Service Application of this Agreement will remain in full force until written notice of revocation is delivered to and received by us. Any such notice will not affect any checks, drafts or items in process at the time notice is given. A representative will notify us of any change in the business's or organization's composition, assumed business names, or any aspect of the business or organization affecting the Business Member Service Agreement relationship between you and us before any such change occurs. We have no duty to inquire about the powers and duties of any authorized person and have no notice of any breach of fiduciary duties by any authorized person unless we have actual notice of wrongdoing.

##### c. Liability.

You agree that we will not be liable for any losses due to your or your representative's failure to notify us of such changes in the

business's or organization's composition, assumed business names, or any aspect of the business or organization that affects this Agreement. You and each authorized person signing the Business Member Service Application of this Agreement agree to indemnify and defend us against and hold us harmless from any loss, damage, claim or liability as a result of unauthorized acts of any authorized person or former authorized person or acts of any authorized person upon which we rely before notice of any account change or change of the business or organization.

## **6. Account Access & Transactions**

### **a. Authorized Signatures.**

You understand that the signature that you provide to us on the Business Member Service Application of this Agreement is essential to us in identifying you and allowing you to access and/or conduct authorized transactions on the account and/or use an account related service. You agree we may require you to provide us with your current government issued picture identification and signature prior to being able to access and/or conduct authorized transactions on the account and/or use an account related service. Any person who signs the Business Member Service Application of this Agreement as a representative or a signer may conduct transactions on the account or use the services provided with the account.

If you authorize the use of any stamp, thumbprint, code or facsimile signature device, you agree that we may pay or honor any check, draft, order or item, or conduct any transaction, that contains what appears to be your authorized stamp, thumbprint, code or facsimile signature, even if the stamp, thumbprint, code or signature is not authorized. If more than one signature or endorsement is required on a check, draft, order or item drawn on or deposited to your account, you agree that we may pay or accept that check, draft, order or item regardless of the number of signatures on it if the check, draft, order or item is issued or deposited by a representative or a signer under this Agreement, or otherwise authorized to issue or deposit checks, drafts, orders or items drawn on or deposited to your account. If we allow you to use or place a two or more signature requirement on your checks (or any other matter pertaining to your account(s), service(s) or transaction(s)) for your own internal control purposes with representatives, signers, employees, family members, friends or other persons you authorize to access your account or services (under this Agreement or otherwise), you agree that it is your responsibility to manage your internal control affairs with all persons you authorize and that we may pay a check (or honor any request pertaining to your account(s), service(s) or transaction(s)) with only one authorized signature or by any person authorized by you under this Agreement. You understand that we have only allowed you to use or place a two or more signature requirement with respect to your checks (or any other matter pertaining to your account(s), service(s) or transaction(s)) because you are in the best position to address your own internal control affairs with the persons you have authorized, and because you have agreed to take responsibility for and address the matter to recover any loss that occurs from a breach of this requirement. If you provide your account information, password, code or Personal Identification Number (PIN) to any person or organization to conduct transactions, you agree that you authorize those transactions and further understand that until you provide us with notice revoking your authorization, all transactions conducted by that person or organization are authorized and genuine, even if they are not conducted for your benefit or according to your instructions. You understand that when you remove a representative or signer it is your responsibility to change (or request our help in changing) any password, code, PIN or other security identifying number for all your accounts and services to prevent a removed representative or signer from accessing an account or service or conducting a transaction. You agree that until you make such change (or re-

quest our help in making such a change) all access to an account or service or transactions conducted by that person with the password, code, PIN or other security identifying number is/ are authorized. You agree that we may disregard all information on a check including notes and legends except for your signature, the amount of the check and the information contained in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, which contains your account number, amount of check and check number.

### **b. Transaction Options & Required Forms.**

You may conduct transactions on your account by any means we permit, including in person, by check or debit card, telephone, automated teller machines (ATMs), the mail, automatic transfer or our services that can be accessed online. If we require you to use a specific form to conduct and/or complete a transaction and you do not use that form, for both your and our protection you understand that we may refuse to honor, perform or complete the transaction. Whether a transaction is honored, performed or completed or not, you are responsible for any loss or liability incurred by us as a result of your failure to use a required form or adhering to the terms and responsibilities of this Agreement.

### **c. Account Transfers by Wire or ACH.**

We offer wire transfers or Automated Clearing House (ACH) transfers that allow you to send or receive debits or credits to your account. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA). Should you use these services and receive funds by wire or ACH transfer you agree to confirm the transfers by reviewing your periodic statement, and understand that (as provided in NACHA rules) we have no duty to notify you when the funds are received. While we may conditionally and provisionally credit your account for an ACH transfer, if we are not finally and ultimately paid (do not receive final settlement) for the transfer we may reverse the credit to your account or alternatively you agree to reimburse us for the amount of the reversed transfer. In such cases, the originator of the ACH transfer will not be considered to have paid you the amount of the transfer. You must review your account daily and notify us before we close on the first business day after any unauthorized ACH debit entry is posted to your account. If you fail to notify us before then, we may refuse to credit your account and you will be required to pursue your claim against the originator. We may require that wire transfers be authorized in writing. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. We and other institutions may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different person or institution. You understand that we may confirm the information on all ACH and wire requests before sending the ACH or wire and that processing the request may be delayed in order to complete Office of Foreign Asset Controls (OFAC) screenings if the initial screenings indicate a possible match. Once we have sent an outgoing wire, the transfer is final and cannot be stopped. If you provide incomplete or inaccurate written or oral transfer instructions, we will not be responsible for any resulting wire transfer losses, delays or failed transactions. You understand international wire transfers may not be completed for up to four weeks or longer.

You acknowledge that processing of international transactions may be delayed if necessary to complete OFAC screening. You must ensure that all international entries you initiate are designated with the appropriate code as required by the Rules. All entries will be credited to or debited from your Account in U.S. Dollars. Currency conversion will be at rates determined by, or available to, us or the ACH. You will bear all currency conversion risk asso-

ciated with international entries; you will bear all gains or losses associated with currency conversion for international entries.

**d. Limitations on Account Transactions.**

**i. Account Withdrawal Limitations.** You must have sufficient funds available in your account (or have or be eligible for one of our overdraft programs) to withdraw funds from your account. If a check, draft, item or other transfer or payment order is presented against insufficient funds in your account, you will be charged a fee as stated in the Product Feature, Service Charge and Fee disclosures. If there are sufficient funds to pay some but not all checks, drafts, items or other transfer or payment orders drawn or presented against the account, because you have ordered payment we may pay or allow withdrawals for those checks, drafts, items or other transfer or payment orders for which there are sufficient funds in any order we choose.

There are a number of circumstances where you may not be able to withdraw funds from your account, including but not limited to the following: 1) you try to withdraw or make a transfer request by any method we do not permit; 2) you, a representative, signer or any person fails to present authoritative documentation and/or identification that we require to access the account or make a withdrawal; 3) disputes or uncertainty occur over who owns the account or the funds held in the account (see Provision 21); 4) funds from deposited checks are not yet available for withdrawal or deposited checks have been returned unpaid and we have charged them back against the account; 5) the funds held in the account are held as security (collateral) for an obligation to us; 6) the funds are held or offset under our contractual security interest or statutory lien rights because you owe money to us (see Provision 19); 7) we have been served with a garnishment, levy or other similar legal process or notice by a third party (creditor, IRS, etc.) affecting the account; or 8) for your own protection, should you appear to lack the capacity to conduct a transaction.

For the protection of all members and the Credit Union, you understand that we may require you to provide us with written notice of your intent to make a withdrawal from your account at least seven (7) calendar days and up to sixty (60) calendar days before the time that you would like to make the withdrawal.

**ii. Account Transfer Limitations.** You may make unlimited withdrawals from the checking account(s) you have with us by any method we allow. In addition, you may make unlimited withdrawals or transfers from Regular Savings and Money Market account(s) in-person, by ATM, by mail request or by calling us for one of our checks. However, we may limit the number of certain types of withdrawals from some types of accounts as identified in the Product Feature, Service Charge and Fee disclosures.

**iii. Account Transaction Volume Limitations.** We may limit the number of items deposited and the frequency of deposits and other transactions that you can make each day to your account. The date we use to determine the number of transactions is the date a transaction is completed by us rather than the date you initiate the transaction. Should the transactions on your account exceed the limitations we establish, we may limit your account transaction activity, charge a fee as stated in the Product Feature, Service Charge and Fee disclosures or close your account. You understand that if we allow or honor a transaction that exceeds these restrictions (a nonconforming transaction), we are not required to allow or honor any future transaction that exceeds these restrictions.

**iv. Limits on ATM Transactions.** For your and our protection, we may limit the amount of cash withdrawals at ATMs. Our current limitations on ATM cash withdrawals are stated in the Electronic Funds Transfers portion of this Agreement.

**v. Virtual Currency Limitations.** We may limit the frequency or amount of transactions involving virtual currencies.

**e. Suspension of Access to Accounts and Information.**

If any account is overdrawn, any loan is past due, or you are otherwise in default under any agreement you have with us, we may without prior notice suspend your access to any of your accounts and services. We may suspend your access to information about your accounts and services as well as your ability to conduct transactions on any accounts and services by any means until the default is cured. This includes, but is not limited to, cashing checks, payment of checks presented, debit cards, ATMs, online banking, mobile banking, telephone banking, or any other means of access to your accounts and services.

**7. Your Checking Account**

**a. Checks You Write on Your Account, Completion of Checks & Your Check Register.**

When you write a check drawn on your account, in addition to writing in your payee's name and completing the numerical and written amount sections of the check and signing your name, it is also important that you draw a line after both the payee's name and after the written amount sections of the check to protect yourself against alterations or forged endorsements. Also, when completing date, payee and amount lines on your check, always begin by writing the information in at the start of the far left side of these lines to avoid leaving any spaces: this will protect you from your check being altered. Once you have completed a check you should write the check number, amount, date, payee's name and purpose for writing the check in your check register or records. This helps you to keep track of the balance that you have in your account to avoid insufficient funds problems (or overdraft fees), and allows you to detect and report checks with alterations and forged drawer's signatures. Please use dark permanent ink (preferably black ink) to complete and sign your checks. You agree that you are responsible for any losses incurred for your checks because you do not use a dark permanent ink when completing and signing your checks. You should also keep your checks in a secure location and separate from your picture identification where they can easily be accessed by people you live, associate or work with (or stolen by persons unknown). If the account has multiple representatives and/or signers each may sign, issue and endorse checks in the other's or the account owner's name. You understand that if you write a check that you are ordering us to pay that check and that such payment is proper, regardless of whether you completed or signed the check.

To limit your responsibility for losses, you agree that it is your obligation to review your periodic statement and report any unauthorized amounts or unauthorized checks or other transactions on your account. You can determine an unauthorized amount, because the amount of the check on your statement (or if accessing your account online, the amount of the check online) does not match the amount of the check you recorded in your check register or records. Similarly, you can detect forged drawer's signatures on checks, counterfeit checks and unauthorized remotely created checks or drafts, because there is a check number on your statement (or if accessing your account online, a check number for or image of a check on your account online) for a check that you did not write. You understand and agree that you only have thirty (30) calendar days from the mailing date of your statement (or posting of your statement online) to notify us of alterations to the amount of a check, checks with forged drawer's signatures, counterfeit checks or unauthorized remotely created checks, or we will not be able to credit your account for the unauthorized amount of the check.

If we allow you to use or place a two or more signature requirement on your checks for your own internal control purposes with representatives, signers, employees, family members, friends or other persons you authorize to access your account or services (under this Agreement or otherwise), you agree that it is your responsibility to manage your internal control affairs with all persons

you authorize and that we may pay a check with only one authorized signature or by any person authorized by you under this Agreement. You understand that we have only allowed you to use or place a two or more signature requirement with respect to your checks because you are in the best position to address your own internal control affairs with the persons you have authorized, and because you have agreed to take responsibility for and address the matter to recover any loss that occurs from a breach of this requirement.

**b. Use of Our Forms.**

For your and our protection, you agree to use our check forms provided by our authorized vendor. You understand that your use of our vendor provided check forms is very important because 1) the security features of the checks help prevent against fraud losses, and 2) the forms assist us in determining that it is your check written by you on presentment of the check for payment. If you use check forms not provided by our authorized vendor, you understand that we may not pay the check and agree that such nonpayment is not wrongful. Alternatively, if you use check forms not provided by our authorized vendor, and we pay a check or draft drawn on your account that is not our check form, you agree to be responsible for any loss and fees incurred as a result of using that check form.

**c. Lost or Stolen Checks?**

**Notify Us Immediately!** If your checkbook, a box of checks or any individual check is lost or stolen, contact us immediately toll free at 800-388-7000. The sooner you contact us, the less liability you will have for unauthorized checks, drafts, orders or other items on your account, and the sooner we can provide you with a new account and new checks for that account. In fairness to all members, you understand and agree that we may charge you a fee for closing your account and opening a new account when you lose your checks and/or checkbook as stated in the Product Feature, Service Charge and Fee disclosures, though we will not charge you a fee when your checks and/or checkbook are stolen.

**d. Our Use of Automated Collection & Payment Processes.**

You understand that we use automated collection and payment processes and procedures, so that we can process the greatest volume of checks, drafts, and items in the most cost effective manner for the benefit of all members. These automated processes and procedures rely on and can only recognize information that is written (encoded) in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, draft or item which contains your account number, amount of check, and check number. So that we may achieve these cost efficiencies for all members, you agree that when we pay or take a check, draft or item for deposit and collection that we may disregard all information on the check, draft or item other than the drawer's signature, the identity of the financial institution that holds the account the check, draft or item is drawn on, the amount of the check, draft or item and the information encoded in the MICR line, whether or not that information is consistent with other information on the check, draft or item. You also agree that we do not fail to use ordinary care in paying any check, draft or item without physically or visually examining checks, drafts or items.

**e. Signatures by Family Members, Friends & Employees.**

If you report that your check has a forged drawer's signature, and we determine that the check was signed by your family member, friend or employee, and that you were negligent with respect to the check, you understand and agree that you will take responsibility for and address the matter to recover any loss for payment of the check with the family member, friend or employee. You understand and agree that you, like each member of our Credit Union, are in the best position to address the signed check with your family member, friend or employee, rather than imposing the expense of resolving the matter on all members of the Credit Union.

**f. Conversion of Checks to Electronic Fund Transfers.**

In some circumstances, a person, merchant or other organization can convert your check and check information (your checking account, check routing and serial number) to an electronic fund transfer (EFT) and debit your account. The conversion of your check to an EFT is covered by this Agreement and our Electronic Fund Transfer disclosures, which are part of this Agreement and are provided in this Business Member Service Agreement. You agree that we may honor the EFT and debit your account just as if the original check were presented for payment. Should a person, merchant or other organization convert your check to an EFT, you will have to contact that person, merchant or organization about obtaining a copy of your check. You understand that if we dishonor and return your check to a merchant for insufficient funds, a merchant may try to re-present the check electronically as an EFT. The EFT that represents the dishonored check, will be treated as a re-presented check under this Agreement.

**g. Dates on Checks.**

When you write a check, you agree that we may pay the check regardless of the date or language restricting payment to certain periods of time ("stale dated" or "void" check). However, you agree that we are under no obligation to pay a check presented for payment before its date or more than six (6) months after its date. You understand that the reason dates and/or language restricting payment are ineffective is because 1) if your check is presented electronically it will either not contain the date and/or our processing equipment or systems may not allow us to examine your check for the date, and 2) if we do not pay your check generally any person in possession of the check has up to three (3) years or more to sue you for the full amount of the check (which may include interest and expenses). If you do not want us to pay your outstanding check you may notify us and place a stop payment order on that check as explained in Provision 7.h. Similarly, if you notify us not to pay a check before its date (often referred to as a "postdated check") by phone, mail or in person and in a manner we require (which accept oral, may require confirmation in writing), that notice will only be effective if it allows us a reasonable amount of time to act on the notice to not pay and return the check, and you provide us with your name and account number, the check number, the date of the check, the name of the payee and the amount of the check. You understand that failure to provide us with either timely notice or confirmation in the manner required (that allows us a reasonable amount of time to not pay the check) or the complete and accurate information about the check and the account as required, may result in payment of the check. If you provide us with timely notice and complete and accurate information about the check and the account as required, we will return the check as postdated and charge you a fee as stated in the Product Feature, Service Charge and Fee disclosures. If we agree, you may provide us with oral or written notice of the postdated check which will be effective for six (6) months, for the fee as stated in the Product Feature, Service Charge and Fee disclosures. We may require you to provide an oral stop payment in writing. You understand that we have no duty to notify you when your notice will or has expired.

**h. Stop Payment Orders on Your Checks.**

You may request us to stop payment on any check drawn on or check drawn on or ACH debit scheduled from your checking account in a manner we required (we accept oral, but may require confirmation in writing). If you notify us to stop payment on a check, that order will be effective only if it allows us a reasonable amount of time to act on the order to not pay and return the check or ACH entry, and you provide us with your name and account number, the check or ACH entry number, the date of the check or ACH entry, the name of the payee and the amount of the check or ACH entry. You understand that failure to provide us with either a timely stop payment order or confirmation in the manner required

(that allows us a reasonable amount of time to not pay the check or ACH entry) or the complete and accurate information about the check or ACH entry and the account as required, may result in payment of the check or ACH entry. If you provide us with a timely stop payment order and complete and accurate information about the check or ACH entry and the account, we will stop payment on and return the check or ACH entry, and charge you a fee as stated in the Product Feature, Service Charge and Fee disclosures. If we agree, you may provide us with an oral or written stop payment order that will be effective for six (6) months, and can be renewed for an additional six (6) months for a fee as stated in the Product Feature, Service Charge and Fee disclosure. We may require you provide an oral stop payment order in writing. A stop payment order on an ACH entry will continue until the entry is returned or until you cancel the stop payment order. You understand that we have no duty to notify you when your stop payment order will or has expired. You further understand that although payment of your check or ACH entry may be stopped, generally any person in possession of the check (or who holds the ACH generated obligation) has up to three (3) years or more to sue you for the full amount of the check or obligation (which may include interest and expenses). In the unlikely event we pay a check or ACH entry over a timely, accurate and complete stop payment order and are required to credit your account, you agree to sign a statement explaining the dispute with your payee, and assist us in taking legal action against any and all persons or organizations to recover our loss. You understand that if you repeatedly place stop payment orders on your checks that would otherwise be returned for insufficient funds, we may consider that account abuse and may close your account under this Agreement.

**i. Stopping Payment On Unused & Lost or Stolen Credit Union Checks.**

If we give you one of our checks that is either payable to you as the payee or to another person or organization (that you have requested us to make the check payable to as the payee), you understand it is your sole responsibility to ensure that you want the person or organization to receive payment for the check before you sign (endorse) the check over to that person or organization or give the check to the payee. You further understand that once you endorse the check over to a person or organization or give the check to the payee, and afterwards do not want that person or organization to receive payment for the check (because you are displeased with the person, organization or the transaction that you used our check for), we will not be able to stop payment on the check. If you have any doubt about the person, organization, payee or the transaction, do not sign (endorse) the check over to that person or organization or give the check to the payee, since we will not be able to refuse to pay the check. Should you ever change your mind and decide to not use or negotiate one of our checks, you may return our check to us and ask us for a refund for the amount of the check.

If one of our checks in your possession is purportedly lost, stolen or destroyed, you agree to sign a statement or notice and either post a bond, provide us with collateral or a security interest in collateral, or wait ninety-one (91) calendar days from the date of the check, to receive a replacement check for our check that was lost, stolen or destroyed. If you purportedly do not receive one of our checks that was sent or mailed to you, you agree to sign a statement or notice and, at our discretion, either post a bond or provide us with collateral or a security interest in collateral to obtain a replacement check for our check that you claim you did not receive.

**j. Payment of Checks that Overdraw Your Account.**

**i. Account & Lending Overdraft Payment Programs.** To assist you when you want or need your checks and Electronic Fund Transfers (EFTs) paid we may provide you with check overdraft payment protection programs. If you qualify for one or more of these programs and we agree to provide the service to you, we

will pay your checks or EFTs drawn on your account with insufficient funds by transferring funds from another account or pursuant to a loan agreement to your checking account, and charge you a fee as stated in the Product Feature, Service Charge and Fee disclosures. Transfers from your account(s) to your checking account are covered by this Agreement and our Electronic Fund Transfer disclosures (which are part of this Agreement and are provided in this Business Member Service Agreement), whereas transfers from a loan to your checking account are governed by a separate loan agreement. You agree that we may apply funds deposited to your account(s) to your outstanding overdrafts and fees, regardless of the source, which specifically includes directly deposited government entitlements or benefits such as social security deposits.

**ii. Courtesy Payment Service.** Courtesy Payment is available on Checking and Money Market accounts open at least 30 days and in good standing. To be in good standing requires at a minimum:

- Having a cumulative minimum deposit of at least \$200 made into your account(s),
- Making regular deposits consistent with your past practices,
- Depositing an amount equal to or greater than the amount of discretionary Courtesy Payment extended to your account and bringing your account to a positive balance within a twenty (20) day period,
- You are not in default on any loan or other obligation to BCU,
- You are not subject to any legal or administrative order or levy.

Courtesy Payment may be granted that will allow you to overdraw the available funds in your Account. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. Our Courtesy Payment service will attempt to pay, when possible, checks, ACHs, and recurring Debit Card purchases presented against insufficient available funds in your account. Courtesy Payment will allow you to overdraw your account from up to \$200, and in certain cases, up to an absolute maximum of \$1,500 including any service charges. The limit may change from time to time based on your individual BCU account transaction history. If you believe an overdraft situation is likely, you should ask us for your specific limit.

**Please note:** For one time (individual, non-recurring) Debit Card and ATM transactions, you must provide consent (opt-in) to receive the Courtesy Payment service. Otherwise, we will not authorize and pay overdrafts that resulted from one-time Debit Card or ATM transactions. If you wish to opt-in to Courtesy Payment to cover overdrafts from one-time Debit Card or ATM transactions, please visit our web site, visit any of our Service Centers, or call us at 1-800-388-7000. This consent (opt-in) will apply to all eligible money market and checking accounts under your designated account number. If you desire the service for more than one account number, you will need to provide us with a separate consent (opt-in) for each additional account number.

Our current service charge is \$29 for each overdraft. A Courtesy Payment service charge will not be charged for any transaction that brings the available balance in your account negative by \$20.00 or less. A Courtesy Payment service charge per each occurrence that results in the available balance in your account becoming negative by more than \$20.00 will be charged to your account as stated in the Product Feature, Service Charge and Fee disclosures. There is a limit of three (3) Courtesy Payment Fees that the Credit Union will charge per day per account. We may pay checks, ACH, recurring debit card transactions, as well as one-time individual non-recurring debit card and ATM transactions (if applicable) up to your authorized courtesy payment limit which is based on your individual BCU account transaction history. Transactions in excess of your authorized courtesy payment limit may not be paid and will be assessed an NSF fee. Courtesy Payment may be suspended until your account is brought back to good standing. Transactions may not be

processed in the order which they have occurred. This may affect the total amount of service charges incurred. You can opt out of Courtesy Payment either out of one-time (individual, non-recurring) Debit Card and ATM transactions or Courtesy Payment for the account at any time by calling Member Relations or at a BCU Service Center. For more information on this program, contact us at BCU, 340 North Milwaukee Avenue, Vernon Hills, IL 60061.

#### k. Disclosure Regarding Balance Calculation and Overdrafts

This disclosure describes how we (the "Credit Union") calculate your balance for determining whether funds in your account are adequate to cover checks, debit card transactions, or other items that are presented for payment from your account. It also describes how transactions are posted to your account. If funds in your account are insufficient to pay any item, we may either pay or return the item(s). In either case, we may charge a fee as set forth in the Service Charge and Fee Schedule. Further information about circumstances under which we may pay overdrafts is included in Section 6.j. of your Business Member Service Agreement. This section includes information about our account and lending overdraft payment programs and Courtesy Payment Service.

The following is important information regarding your account balance, how transactions are posted to your account, and when an overdraft (also known as a Courtesy Payment Fee) or NSF fee will be charged. You should read these disclosures carefully. If you have questions, please see a service center representative or call 800-388-7000.

**i. Your Checking Account Balance.** Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at an ATM, by calling Member Relations, or by visiting a service center. It is important to understand how the two balances work so that you know how much money is in your account at any given time.

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

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

Available balance is used to determine when there are insufficient funds to pay an item presented for payment from the account. The following example illustrates how this works:

*Assume your actual and available balances are both \$150, and you swipe your debit card at a restaurant for \$30. A hold is placed on your account, so your available balance is only \$120. Your actual balance is still \$150. Before the restaurant charge is sent to us for processing, a check that you wrote for \$130 clears. Because you have only \$120 available (there is a hold on your account for the pending restaurant charge for \$30), your available balance is -\$10, even though your actual balance is \$150. In this case, we may pay the \$130 check, but you will be charged an overdraft fee. (If we return the check, you would be charged a non-sufficient funds fee.) That fee will be deducted from your account, further reducing the balance.*

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks, bill payments, or other transactions that you have authorized but have not yet been paid (or pre-authorized) from the account. In the example above, the outstanding check will not reduce your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance would not be reduced by the amount of this transaction from the time the hold has been released until the transaction has been received by us and paid from your account.

**ii. How Transactions Are Posted to Your Account.** There are two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**a. Credits.** Most deposits are added to the actual balance of your account on the first business day after we receive them. Funds from your deposits are added to your available balance in accordance with our Funds Availability Policy as set forth in your Business Member Service Agreement. You can view the Business Member Service Agreement online at [www.bcu.org/Legal/Terms-of-Use](http://www.bcu.org/Legal/Terms-of-Use).

**b. Debits.** There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment, and the Credit Union is not necessarily in control of when transactions are received.

- **Checks.** We receive one or more data files of checks presented for payment each day from the Federal Reserve or other check clearing service providers. Checks contained in a single data file will be posted to your account in check number order. Checks may also be presented for payment at one of our service centers. If a check is paid at a service center, it will be posted to your account when it is paid, or a hold will be placed on the account when it is paid.
- **ACH Payments.** We receive data files every day from a service provider that include Automated Clearing House or "ACH" debit transactions. These include, for example, automatic bill payments you have signed up for. Each day, ACH transactions for your account are grouped together and paid in random order.

- **Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card and you enter your PIN number at the time of the sale. We pay these transactions as they are transmitted to us. Most are transmitted immediately; others may be delayed for one or more days.
- **Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for (or otherwise authorize) the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold against the available funds in your account. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your actual balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. **Please note:** the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case when you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

Our general practice is to post deposits and ACH credits to your account before debits. In general, we post ACH payments to your account before checks. POS transactions and Signature Debit Card transactions are posted as they are received and processed. This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one fee if we pay multiple transactions when your account is overdrawn.

***The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.***

**IF YOU DO NOT UNDERSTAND THIS DISCLOSURE OR HAVE ANY QUESTIONS, PLEASE CONTACT US AT (800) 388-7000.**

#### **I. Checks are Paid in Any Order.**

You understand that when you write or order checks, drafts or items drawn on your account, we may pay those checks, drafts or items in any order. If you write or otherwise order multiple checks, drafts or items drawn on your account, you should be certain there are enough funds in your account at all times to pay those checks, drafts or items or those checks, drafts or items will be handled according to the overdraft and insufficient funds terms of this Agreement, or paid under one of our check overdraft programs if applicable.

#### **m. Insufficient Funds to Pay a Check.**

If the funds in your checking account are not sufficient to pay checks, drafts or other items presented and drawn on your account, those checks, drafts and items will be covered by our overdraft procedures and any overdraft service or agreement you have with us. You understand that we have no duty to notify you if

there are insufficient funds to pay your check, draft or item. If we pay a check, draft, item or transfer that would overdraw your account beyond an agreement or service we have agreed to provide you, it does not mean that we will pay a check, draft, item or transfer that will overdraw your account in the future. If we pay a check, draft, item or transfer that would overdraw your account, you agree to repay us the amount of that paid check, draft, item or transfer and any fee for that service immediately or at the latest pursuant to any agreement or service we have agreed to provide you. Should we dishonor and return a check, draft or item drawn on an account with insufficient funds, your account will be charged a fee for the dishonored and returned check, draft or item as stated in the Product Feature, Service Charge and Fee disclosures. You also understand and agree that we are not liable if we refuse to pay a check, draft or item drawn on your account and return it when non-payment occurs as result of our charging your account for any obligation you owe us. Finally, if we are repeatedly presented with checks, drafts, items or transfers drawn on your account for insufficient funds, we may consider that account abuse and may close your account under this Agreement.

#### **n. Non-Member Presenters of Checks.**

For both your and our protection and to cover costs incurred by all members for the presentation of checks over-the-counter by non-members, you understand that we may require any non-member presenting a check drawn on your account to provide both his or her current government issued picture identification and, at our option, sign a statement of receipt and/or place his or her thumbprint on your check, and to pay any fee we may require as disclosed in the Product Feature, Service Charge and Fee disclosures. You agree that if a non-member presenting your check declines to carry out any of these requirements upon presenting the check for payment, we are not liable for refusing to pay the check and that such non-payment is not wrongful. For both your and our protection, checks presented after our 3:00 p.m. cut off hour (local time where the service center is located) may be treated as if presented on the next business day that we are open.

#### **o. Right to Refuse Payment for Fraud or Illegibility.**

For your and our protection, you agree that we may refuse to honor any check, draft, order, item or instruction if we believe any signature, instruction, provision, term or the form itself is not genuine or is altered or that is illegible or written in a language other than English. You acknowledge that our non-payment or non-action under any of these circumstances is not only beneficial to you because it protects your funds and reduces your liability, but also is not wrongful. Alternatively, if we believe that your check is subject to fraud and that the presenter is the perpetrator of the fraud, you agree that for your and our protection we may retain the check to determine if the check is fraudulent, and if so the identity of the perpetrator of the fraud. Further, you agree that such retention protects you and us from incurring a loss on your account and that such retention is not wrongful. Finally, if we believe that your check is subject to fraud and that the presenter is not the perpetrator of the fraud, you agree that for your and our protection we may note on the check the type of fraud before returning the check to the presenter.

## **8. Deposits to Your Account**

### **a. Summary of Our Service.**

You understand that when we take checks, drafts or items that you wish to deposit that are not drawn on us, we are providing you a service in that we are saving you the time and expense of having to take the checks, drafts or items to the institution they are drawn on and present them in person for payment. In return for this service, you understand and agree that we may hold the funds represented by your deposit for a period of time, as explained in our Funds Availability disclosures in this Agreement and that are provided in this Business Member Service Agree-

ment. Additionally, if the hold on your deposited funds is for an extensive period of time, we will provide you with notice of the status of your deposit and when the funds' availability will be determined. Alternatively, we may require that a check, draft or item be deposited into your savings account subject to a hold for an indefinite period of time until we can determine if the check, draft or item will be finally paid and not returned or is subject to a claim. We may (though are not required to) provide you with notice of the status of your deposit and when the funds will be available. While we want to provide you with the service of taking deposits, you understand that we place holds on funds represented by your deposit so that you do not become indebted to us for the amount of the deposit if a check, draft or item is dishonored, returned or a claim is made on the deposited funds. If you do not want us to provide this service and place a hold on the funds represented by your deposit, please tell us before we have processed the check, draft or item and we will return it to you so that you can obtain payment elsewhere. You also agree that before you deposit a check, draft or item you will inform us of any facts, circumstances and information that you are aware of that may indicate that the check, draft or item may not be paid, may be fraudulent and/or may be issued in connection with an illegitimate, an unlawful and/or a fictitious transaction or enterprise. You understand and agree that your failure to disclose any and all facts, circumstances or information about the check, draft or item to our employee (or affiliated person or organization) prior to the deposit makes you completely financially responsible for the check, draft or item if it is dishonored, returned or a claim is made. Further, you understand for your and our protection that, following your deposit and before processing the check, draft or item, we may return the deposited check, draft or item to you so that you can obtain or recover payment elsewhere. Finally, you agree that whenever you make a deposit with us and the deposit is dishonored, returned or a claim is made on the deposited funds, you are obligated to reimburse us for the amount of the deposit and any costs and fees as stated in this Agreement in general and the Product Feature, Service Charge and Fee disclosures specifically.

#### **b. How You Can Deposit Funds.**

You may deposit funds to your account by any means we permit, including in person, by check, telephone, automated teller machines (ATMs), the mail, automatic transfer, or our services that can be accessed online.

#### **c. Our Rights Upon Your Deposit.**

You understand that by offering to accept your deposits, we are providing a service to you and that we may accept, provide credit for, hold funds related to the amount of the deposit, refuse, reject or return the deposit as we believe necessary for your and our protection. The availability of funds from your deposit may be held for a period of time depending on the type of deposit (cash, check, wire, etc.) and circumstances surrounding the deposit (the amount of the deposit, the source of the funds, etc.) (please see our Funds Availability disclosures in this Agreement for information about our hold policy for checking accounts). Alternatively, we may require that a check, draft or item be deposited into your savings account where a hold will be placed on the funds in the savings account for an indefinite period of time until we can determine if the check, draft or item will be finally paid and not returned or subject to a claim. If we elect to have a check, draft or item deposited into your savings account you understand that we may (though are not required to) provide you with notice of the status of your deposit and when the funds will be available. You also agree that before you deposit a check, draft or item you will inform us of any facts, circumstances and information that you are aware of that may indicate that the check, draft or item may not be paid, may be fraudulent and/or may be issued in connection with illegitimate, unlawful and/or fictitious transaction or enterprise. You understand and agree that your failure to disclose any

and all facts, circumstances or information about the check, draft or item to our employee (or affiliated person or organization) prior to the deposit makes you completely financially responsible for the check, draft or item if it is dishonored, returned or a claim is made. Following your deposit and before processing the check, draft or item for collection and payment, should we believe that the deposited check, draft or item may be dishonored, returned or subject to a claim, you understand that we may return the deposited check, draft or item to you so that you can obtain or recover payment elsewhere. Alternatively, if you request us to take a check, draft or item for deposit and we believe that the check, draft or item is subject to fraud, for your and our protection you agree that we may retain the check, draft or item to determine if the check, draft or item is fraudulent, and if so the identity of the perpetrator of the fraud. Further, you agree that such retention protects you and us from incurring a loss on the check, draft or item and that such retention does not convert the check, draft or item. Finally, if we believe that a check offered for deposit is subject to fraud and we elect to return the check to you, you agree that for your and our protection we may note on the check the type of fraud before returning the check to you.

#### **d. Authority to Negotiate Checks & Endorsements.**

We may accept checks, drafts and other items for deposit into any of your accounts. Checks deposited should be endorsed by you for your protection, though we may allow you to deposit them without your endorsement. If there are multiple representatives or signers on an account each representative and signer may endorse checks for one another. For your and our protection, you agree that we may confirm the endorsement on any check that we take for deposit, and may require you to carry out specific endorsement requirements for business, insurance or government checks before taking those checks for deposit. For checks that are not made payable to you, we may require proof of your authority to endorse any check on behalf of another person or organization before taking the check for deposit, or require proof that any endorsement on a check prior to your endorsement is authentic and authorized. For your protection and to assure that you are ultimately not held financially responsible for a check, you understand that we may require any check payable to two or more persons that you wish to deposit to be endorsed in person by everyone required to endorse the check at our branch or we may not be able to accept the check for deposit.

#### **e. How to Endorse Your Check.**

When you receive a check made payable to you and wish to deposit that check in your account with us, we recommend that you endorse (sign) the back of check with the words "For Deposit" and then sign with the name of your business or organization as it appears on your statement, and beneath your signature write your account number. Alternatively, you may use the endorsement stamp provided to you by the Credit Union. Endorsing the check in any other manner may risk your account not being credited for the check. You understand that you may not deposit any substitute check or similar item that you have created or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses that we incur in connection with the substitute check or item. You further agree not to deposit any substitute check without our consent.

When you endorse a check please make sure that your signature goes on the back of the check at the top edge (and must be no more than one and one-half (1½) inches from the back top edge of the check). Typically you will see a pre-printed space at the top of the back of the check with lines where you should sign your name (endorsement). You agree that we may ignore any other language or markings within or outside of your endorsement space on the check or draft, and that you will be responsible for any loss that results due to a delay or error in processing the

check or draft for payment caused by endorsements, language or markings inside or outside of the designated endorsement space. Please use dark permanent ink (preferably blue or black ink) to endorse your checks. You should also write your account number below the endorsement, and if available use our deposit slips and envelopes when making your deposit. You agree that you are responsible for any losses for a check deposited by you in event you do not use a dark permanent ink when endorsing the check.

**f. Acceptance of Checks for Deposit is a Service to You.**

In handling checks, drafts, items or money for deposit or collection, you understand that we are providing you a service in that we are saving you the time and expense of having to take the checks, drafts or items to the institution they are drawn on and present them in person for payment. While we are pleased to provide you with the service of assisting you in collecting payment for the deposited check, draft or item, you understand and agree that we act only as your agent, and assume no responsibility for the check, draft or item beyond that of the use of ordinary care. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. We are not responsible for the negligence or default of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. You agree that we have the right to send any deposited check, draft or item for collection, which means we will hold the funds represented by the check, draft or item until the check, draft or item is finally paid and we are certain that a claim will not be made on the check, draft or item. You further understand and agree that we have the right to charge your account for any check, draft or item taken for deposit should it become lost in the collection process.

**g. Your Options for Direct Deposit.**

We offer direct deposit options that allow you to preauthorize deposits to your accounts (such as payroll, Social Security, retirement or other government deposits) or preauthorize transfers from your accounts with us. You must initiate direct deposits on a direct deposit authorization form acceptable to the initiator of the deposit. You agree that we may refuse and return any or all funds transfers for any lawful reason. Should we be required to reimburse the federal or state government for any benefit payment directly deposited into your account, unless otherwise prohibited, you agree that we may deduct the reimbursed amount from your account, and may recover any amount owed according to the terms of this Agreement. If you file for bankruptcy and do not cancel any direct deposit authorization to your accounts, you agree that your employer should continue to make and that we should continue to apply your direct deposits according to the instructions you have given to us.

**h. When Your Deposits will be Credited to Your Account.**

Deposits to your account will generally be credited on the business day of the deposit, unless the deposit is made after our 3:00 p.m. cut off hour (local time where the service center is located) or on a Saturday, Sunday or holiday, whereupon your deposit will be credited to your account on the next business day we are open. Deposits made by you at unstaffed facilities (for example, an automated teller machine that is not at a branch) will be credited to your account on the day funds are removed and processed by us. Deposits of coin or currency will not be finally credited until we have counted the deposit and confirmed the amount. If there is a discrepancy between the amount shown on the deposit slip and the amount we count, we will notify you of the discrepancy. Credit to your account for funds deposited is conditional (provisional) until we are finally and ultimately paid (i.e., when we receive final payment). Checks, drafts or items drawn on an institution or organization located outside the United States are handled on a collection basis only and, if accepted for deposit, the deposited funds will likely be held for an extended period of time.

You understand that we have a 3:00 p.m. cut off hour (local time where the service center is located) to accept deposits. This means that all deposits received after our 3:00 p.m. cut off hour on a day that we are open for business, will be treated as if received on the next business day that we are open. Additionally you should be aware that all deposits received on a Saturday, Sunday or holiday or any day that we are not open for business will be treated as if received on the next business day that we are open.

**i. Deposits Made at a Night Depository.**

You will be liable for any damage to the night depository or delay in crediting deposits due to the use of containers or bags other than the envelopes that we supply. You understand that night depositories are only accessed once on each business day that we are open for business. Envelopes placed into the night depository before we access it are processed on that business day. Envelopes placed into the night depository after we access it are processed on the next business day. Night depositories are opened and items placed in the depository are removed and logged in the presence of two of our employees or affiliated persons. The contents of each envelope are counted, and we will issue a credit to the account specified on the deposit ticket accompanying the deposit for the amount of the deposit as indicated by our count. You agree that we are a bailee of items placed in the night depository (simply in possession of the envelope) until we have opened the envelopes, verified the contents and credited the contents to your account. You acknowledge that our count of any deposit placed into the night depository is the final determination of the contents of an envelope placed in the depository. We will use reasonable efforts to notify you of any difference in the amount of the deposit as we counted it and the amount shown on the deposit ticket. However, we will not be liable for any delay or failure to notify you of any difference in the amount counted and that shown on the deposit ticket. No deposit is considered to have been made until we have removed it and processed it as explained in this Agreement, and a credit has been issued to your account. You understand and agree that the procedures explained in this Agreement are commercially reasonable, and that if we follow these procedures, we are not negligent in handling items placed into the night depository.

**j. Erroneous Deposits to Your Account.**

If a deposit or other credit is made in error to your account that you are not entitled to (whether by check, cash, automated clearing house transfer, wire transfer or otherwise), you understand that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account, you agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit, and any costs and fees as stated in this Agreement and its Product Feature, Service Charge and Fee disclosures.

**k. Deposits Not Paid and Returned & Claims on Deposits.**

All deposits or other credits (including checks, drafts items, Automated Clearing House ("ACH") transfers, wire transfers, etc.) credited to your account are conditioned upon being paid (that is to say, are "provisional"). This means that if we do not receive final payment on any deposit, we will charge your account for the amount of the item and a return fee as stated in the Product Feature, Service Charge and Fee disclosures. Further, if we incur a fee or any expense to collect any item, we may charge that fee or expense to your account (and you understand that you would be responsible for any additional amount thereafter according to the terms of this Agreement). After we have received final payment, we refer to these deposits as collected items. If any check, draft or item deposited to your account is returned to us unpaid, we have the right to charge back against your account the amount of the unpaid check, draft or item in addition to any fee incurred as stated in the Product Feature, Service Charge and Fee disclosure.

tures, whether the amount of the check, draft or item was available for your use or not (and you understand that you would be responsible for any additional amount thereafter according to the terms of this Agreement). If any check, draft or item you deposit in your account is returned to us for any reason, you waive your right to any notice of nonpayment or dishonor for the check, draft or item. For both your benefit and ours, you understand that we may pursue payment of a previously dishonored or not paid check, draft or item at any time, including giving the financial institution the check, draft or item is drawn on extra time beyond any midnight deadline limits.

Additionally, if anyone else makes a claim against us based on a check, draft or item you have deposited (including but not limited to, claims for breach of warranty based on forged or missing endorsements, for alteration or for conversion), we may charge your account for the amount of the check, draft or item and any fees, expenses and costs even if you have already received final credit and have already withdrawn the funds. You further understand and agree that you would be responsible for any additional amount owed thereafter according to the terms of this Agreement.

#### **I. Endorsements by Family Members, Friends & Employees.**

If you report that your check has a forged endorsement, and we determine that the check was endorsed by your family member, friend or employee, and that you were negligent with respect to the check, you understand and agree that you will take responsibility for and address the matter to recover any loss for the endorsement of the check with the family member, friend or employee. You understand and agree that you, like each member of our Credit Union, are in the best position to address the endorsement with your family member, friend or employee, rather than imposing the expense of resolving the matter on all members of the Credit Union.

#### **9. Your Dividends/Interest & Rates**

The dividends/interest earned on your account(s), the dividend/interest rates, balance requirements, annual percentage yields, compounding, crediting and terms are provided to you in this Agreement in the Product Feature, Service Charge and Fee disclosures and your periodic statement. For the benefit and in the interests of you and all members of our Credit Union, you understand and agree that we may change the account dividend/interest rates and annual percentage yields from time to time as explained in the Product Feature, Service Charge and Fee disclosures.

#### **10. Our Services & Fees**

All fees charged against you or your account are for services we provide to you, or as a result of actions you take or transactions you conduct under this Agreement, or third person's or private or government organization's actions against you or your account(s) with us. The purpose and amount of each fee is provided to you in the Product Feature, Service Charge and Fee disclosures and noted in your periodic statement. We charge fees so that each member is responsible for the expense of each service or transaction used or incurred by that member, rather than imposing that cost on all members of the Credit Union. In the interests of you and all members of our Credit Union, you understand and agree that we may change account fees from time to time and that we will notify you of such changes as required.

#### **11. Account Insurance Coverage**

We are committed to providing a safe and sound capital structure through the retention of earnings to assure the protection of our members' savings and deposits. In addition to the strength of our capital, members' funds are insured at a minimum of \$250,000 per member-depositor by the National Credit Union Share Insurance Fund (NCUSIF). Our employees are available to discuss your federal account insurance needs, and quite often we can assist you in establishing your accounts to obtain millions of dollars

in National Credit Union Share Insurance Fund account insurance coverage through the use of one owner and multiple owner accounts, beneficiary/POD payee designations, accounts for your living trust and other fiduciary relationship accounts.

#### **12. Lost Checks, Drafts & Cards—Notice & Participation**

If a check, one of our checks, your checkbook, a box of checks, credit card, debit card, ATM card or your personal identification number (PIN) is lost or stolen call us immediately toll free at 800-388-7000. The sooner you contact us, the less liability you will have for unauthorized transactions on your account, and the sooner we can provide you with new checks, accounts, cards and PINs. In the event we incur a loss on and/or a crime or potential crime is committed concerning your account(s), service(s) or transaction(s), you agree to cooperate with any person and/or organization with a business or law enforcement interest in the loss and/or crime or potential crime in the enforcement of rights or the prosecution associated with the loss and/or crime or potential crime. You further understand and agree that your rights to continue to use your account(s), service(s) and retain your membership are conditioned upon your cooperation with any person and/or organization with a business or law enforcement interest in the loss and/or crime or potential crime, unless otherwise required. For the beneficial interests of you and all members of the Credit Union, if a crime or potential crime is committed against you and/or us pertaining to your accounts, loans or any related account or loan service you have with us, upon our request you specifically agree to file a police report and assist with the arrest and prosecution of anyone associated with the crime or potential crime. You acknowledge that your rights to use your account(s) and service(s) and retain your membership with us are conditioned upon your fulfilling these requirements.

#### **13. Membership, Account, Service & Transaction Information**

Only an owner, representative or signer specifically named on an account is entitled and can have access to information concerning membership, the account, a service or a transaction related to the account. If there are multiple representatives or signers on an account, any representative or signer may obtain or consent to the release of all information about membership, the account, a service or a transaction pertaining to that account. You understand and agree that you will be charged a research fee for any time spent by us addressing your information request concerning your account or related services, as stated in the Product Feature, Service Charge and Fee disclosures.

We will not release your information to anyone without your consent unless they present us with a valid subpoena, summons, search warrant or court order (and potentially for the Federal Government a certificate of compliance), or can satisfactorily prove to us that the disclosure of your information is permissible under federal and state law. You understand and agree that you may be charged a research fee for any time spent by us addressing a third party's or government's authorized demand or request for your information, as stated in the Product Feature, Service Charge and Fee disclosures, rather than imposing that cost on all members of the Credit Union. To protect your and our interests, if we need to seek legal or other professional advice to review any documentation presented to us in connection with a third party's or government's authorized demand or request for your information, you agree to pay all costs and expenses, including reasonable attorney fees, incurred for the review of that documentation. You further agree that all costs and expenses of such review may be deducted from your account, and that you will be responsible for any additional amount owed according to the terms of this Agreement.

In the event we incur a loss on and/or a crime or potential crime is committed concerning your account(s), service(s) or transaction(s), you agree to cooperate with any person and/or organization with a business or law enforcement interest in the loss and/or crime or potential crime in the enforcement of rights or the prosecution associated with the loss and/or crime or potential crime. You further understand and agree that your rights to continue to use your account(s), service(s) and retain your membership are conditioned upon your cooperation with any person and/or organization with a business or law enforcement interest in the loss and/or crime or potential crime, unless otherwise required. For the beneficial interests of you and all members of the Credit Union, if a crime or potential crime is committed against you and/or us pertaining to your accounts, loans or any related account or loan service you have with us, upon our request you specifically agree to file a police report and assist with the arrest and prosecution of anyone associated with the crime or potential crime. You acknowledge that your rights to use your account(s) and service(s) and retain your membership with us are conditioned upon your fulfilling these requirements.

Finally, you understand and agree that if you are ever obligated to repay us for any loss, expenses, fees, charges and/or liability in connection with your accounts, loans or any related account or loan service you have or had with us, that we may share your information with any affiliated person or organization (including collection agencies or attorneys) assisting us with the collection of your obligation, whether or not you are still a member of the Credit Union.

**a. Business Member Service Application Controls Who Can Access, Change, Add and Close Accounts.**

Depending on the accounts and related services that you have selected, we may provide you with periodic statements and maturity notices that contain account information. Further, you may call us with questions about your account(s) and services, or be able to access information about your account(s) and services online. You understand that statements, notices, online access and questions based on our data-processing system may not include all the information about your account(s), and do not control the authorized persons who can access, change, add and/or close your account(s). You understand and acknowledge that only your most recently signed and dated Business Member Service Application account form in addition to previously signed and dated Business Member Service Application account form(s) as applicable, controls the number of representatives (and/or signers, if any) on your account(s). Further, you agree that we may rely exclusively on your most recently signed and dated Business Member Service Application account form in addition to previously signed and dated Business Member Service Application account form(s) as applicable, to determine the authorized persons who may access, change, add and/or close your account(s). To confirm the authorized persons who specifically can access, change, add and close any account with us, please request us to refer to and provide you with a copy of your most recently signed and dated Business Member Service Application account form (in addition to previously signed and dated Business Member Service Application account form(s) as applicable) for that account.

**14. All Accounts are Non-Negotiable, Non-Assignable & Non-Transferable**

Your accounts with us are non-negotiable, non-assignable and non-transferable to another person or organization, which means that you may not endorse, negotiate, transfer, secure or pledge any of your accounts to a person or organization other than us for any reason. Unless a person's name appears on the Business Member Service Application of this Agreement (the account

form), he or she will be denied access to the account unless otherwise required.

**15. Notice by Us to You & Notice by You to Us**

For the benefit of all our members and the Credit Union in general, you understand and agree that the terms of this Agreement may be changed from time to time. We will notify you of any changes to terms, rates and fees that affect your accounts and services as required, though you understand and acknowledge that you can obtain the most recent version of the Business Member Service Agreement and all our disclosures by contacting us during business hours or at anytime from our website at [www.bcu.org](http://www.bcu.org). Written notice that we provide to you is effective when sent to you at the address provided by you in the Business Member Service Application (or any updated address reflected in our records) or any electronic notice to which you have consented. We rely on the information that you provide to us in the Business Member Service Application of this Agreement for all your transactions and actions taken on your account, and you agree that we may communicate with and contact you at all addresses, phone numbers and e-mail addresses provided by you in the Business Member Service Application of this Agreement or as updated in our records. It is your responsibility to notify us of any changes to this information, and if accepted those changes are incorporated into this Agreement by reference. If we try to locate or contact you we may charge you a fee as stated in the Product Feature, Service Charge and Fee disclosures. For your account you agree that notice to you, a representative or signer is notice to the account owner, the business or organization and all representatives and signers. Any notice that you provide to us is effective only when actually received and confirmed in writing at 340 North Milwaukee Avenue, Vernon Hills, IL 60061. You understand and acknowledge that you may contact us anytime we are open for business to obtain additional copies of this Agreement (and the Business Member Service Application (the account form) specifically), and again that you can also access the Business Member Service Agreement and all our disclosures anytime on our website at [www.bcu.org](http://www.bcu.org). Should you have questions or need an explanation about any matter addressed in this Agreement (the Business Member Service Application and the Business Member Service Agreement), please contact us toll free at 800-388-7000 during business hours and we will be happy to answer your questions. Though all changes we make to this Agreement are beneficial to and/or are in the best interests of all members of the Credit Union, in the event you do not want to be obligated to any change we make to the Agreement, you understand that you may always close your accounts and/or terminate your membership with us at anytime we are open for business.

**16. Your Statement About Your Account(s), Services & Obligations**

**a. Purpose and Receipt of Statement & Copies of Checks.**

We will provide you with a periodic statement that shows all transactions and activity that occurred on your account(s) during the statement period. For your account with multiple representatives and/or signers you agree that the provision of one statement mailed or e-mailed to an address provided in the Business Member Service Application account form (or other form we use), or downloaded, accessed and/or available to you online as requested, is sufficient for you and all representatives of the account. For convenience, security, loss prevention and expense reduction purposes for you and all members of our Credit Union, we encourage you to use electronic periodic statements which can be accessed and reviewed online, and which you can sign up for by contacting us during business hours toll free at 800-388-7000 or going to our website at [www.bcu.org](http://www.bcu.org). If you do not receive or cannot access your periodic statement you agree to notify us within fourteen (14) calendar days of the time you regularly receive or access your statement to allow both you and us to avoid

and reduce losses on your account(s). You further agree that your statement is correct for all purposes and that we have no liability to you for any transaction on your account(s) unless you notify us within the time periods for unauthorized transactions, errors or irregularities as explained in this Agreement.

When you write a check drawn on your account and the check is paid, we own and retain the original of the check, though we will make a copy of the check available to you upon request for a fee as stated in the Product Feature, Service Charge and Fee disclosures. You acknowledge that both your statements and copies of your checks are made available to you on the date the statement is mailed to you at the address provided by you or, if you have so requested, when we make the statement available to you electronically online. You agree to keep a copy of your original check in order to verify its validity when it is paid. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check, sufficient copy or substitute check.

#### **b. Your Responsibility to Look at Your Statement for Errors & Fraud.**

It is your responsibility to look at every statement and notify us of any and all unauthorized transactions, errors or irregularities as soon as possible. We may require you to confirm your notification in writing and assist us in addressing the transaction, error or problem. You must review your account daily and notify us before we close on the first business day after any unauthorized ACH debit entry is posted to your account. If you fail to notify us before then, we may refuse to credit your account and you will be required to pursue your claim against the originator. You are liable for any altered, forged, unauthorized or unsigned check, draft or item drawn on your account if: 1) you do not notify us within thirty (30) calendar days of the mailing or electronically sending or posting of the statement containing the notice of any altered, forged, unauthorized or unsigned check, draft or item; or 2) someone could not reasonably detect the alteration or forgery, such as the unauthorized use of facsimile signatures. You assume this liability because you, as the owner of the account and drawer (or as a representative or signer) of the check, draft or item are in the best position to detect any altered, forged, unauthorized signature or unsigned check, draft or item drawn on your account. As explained in Provision 7.a., you can determine an unauthorized amount, because the amount of the check on your statement (or if accessing your account online, the amount of the check online) does not match the amount of the check you recorded in your check register or records. Similarly, you can identify forged drawer's signature on checks, counterfeit checks or unauthorized remotely created checks, because there is a check number on your statement (or if accessing your account online, a check number or an image of the check drawn on your account online) for a check that you did not write. Only you will know the checks, drafts or items that you have authorized as well as the amount you authorized and can compare the information provided on your statement with your register or records. You agree that our retention of your checks, drafts or items does not affect your responsibility to look at your statements and notify us of any and all unauthorized transactions, errors or irregularities within the time limits explained in this Agreement or as otherwise required.

#### **17. Changes to this Agreement**

You as the owner or any representative may change and/or add to your account and related services at any time by contacting us and upon our request completing a new Business Member Service Application of this Agreement. For accounts with multiple representatives, the owner and each representative understands that any representative acting alone may initiate, change, add, close or terminate an account or service, and add or remove any representative (or signer) to or from an account or service, and that his or her signature on the Business Member Service Appli-

cation of this Agreement or continued use of an account or service, confirms his or her agreement to any later initiation, change, addition, closure or termination of an account or service by the owner or any representative on the account. For your account(s) you agree that we may require any representative requesting a change to show us authority for the change from the business's or organization's governing body (e.g., a resolution by the board of directors, certified partnership letter, etc.), and each representative's authority as a representative to make the requested change to the account. You understand that when you remove a representative or signer it is your responsibility to change (or request our help in changing) any password, code, PIN or other security identifying number for all your accounts and services to prevent a removed representative or signer from accessing an account or service or conducting a transaction. You agree that until you make such change (or request our help in making such a change) all access to an account or service or transactions conducted by that person with the password, code, PIN or other security identifying number is or are authorized. When you request us, or we require you, to make a change to an account or a service, or terminate a service, you understand that we may use and require you to sign an updated (revised) Business Member Service Application account form (or other form we use), on which we may note the change and include the word "Revised" on the updated Business Member Service Application account form. We may charge you a fee per change for multiple changes to accounts and/or services in a calendar year as stated in the Product Feature, Service Charge and Fee disclosures.

For the benefit of all our members and the Credit Union in general, you understand and agree that we may change the terms of this Agreement from time to time, and that we will notify you of any changes we make to terms, disclosures, rates and fees that affect your accounts and services with us, as required. You agree that such changes are binding on you, your accounts and services, and understand that you may obtain additional copies of this Agreement by contacting us during business hours, and that you can access the Business Member Service Agreement (including all disclosures) anytime on our website at [www.bcu.org](http://www.bcu.org). Should you have questions or need an explanation about any matter addressed in this Agreement (the Business Member Service Application and the Business Member Service Agreement), please contact us toll free at 800-388-7000 during business hours and we will be happy to answer your questions. Though all changes we make to this Agreement are beneficial to and/or are in the best interests of all members of the Credit Union, in the event you do not want to be obligated to any change we make to the Agreement, you understand that you may always close your accounts and/or terminate your membership with us at anytime we are open for business.

#### **18. Exceptions to this Agreement**

To provide you with the best service possible, and when it serves the best interests of all members of our Credit Union, you agree that we may make exceptions to (waive) any term of this Agreement. You further understand and agree that if we make an exception to this Agreement it does not affect our right to rely on and/or use (apply) any term of this Agreement in the future.

#### **19. Lien & Security Interest in Account Funds**

You understand and agree that if you owe us money as a member, owner, representative, signer, fiduciary, drawer, endorser, borrower, guarantor or any other capacity, we may have a lien on your account as permitted by applicable law and you grant us a contractual security interest in any and all funds in all accounts that you are an owner, representative or fiduciary of or have an ownership or fiduciary interest in no matter what the source of funds in the account, including directly deposited government entitlements or benefits such as social security deposits. However, our security interest, any right of set off and any lien rights do not

apply to retirement accounts. At our discretion, we may apply the funds from any account you are an owner, representative or fiduciary of or have any ownership or fiduciary interest in to pay off your obligations to us without notice to you at any time. If we choose not to enforce our lien or contractual security interest our non-action is not a waiver of our rights to enforce our rights at a later time. You agree that a security interest granted by one owner, representative or fiduciary of an account will continue to secure that owner's, representative's or fiduciary's obligation to us even after that owner dies.

## 20. Full Payment Checks

If you are repaying or making a payment on a loan or other obligation that you owe to us, please direct that payment according to our loan agreement or to the person at the Credit Union who contacted you about the obligation. You agree that any check that you try to write or negotiate to us that has a "full payment" legend (such as "Paid in Full") or other language intended to repay in full any of your outstanding obligations to us must be presented by you in person to an officer of our Credit Union and must be for the full balance you are obligated to repay us including principal, interest, fees, costs and expenses. Otherwise, any payment is accepted with full reservation of rights against you to recover any and all outstanding obligations or indebtedness owed to us.

## 21. Legal Action Against Your Account for Funds or Information

If your account is subject to legal action, such as levy, garnishment, attachment or other court order, we may pay out funds from your account according to that legal action or alternatively place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all legal actions are secondary to our contractual security interest and statutory lien rights in your account. You understand and agree that you will be charged a research fee for any time spent by our employees (or any affiliated person or organization) addressing: 1) any legal, regulatory or governmental action initiated by any person and/or private or government organization against you or your account(s) or for information concerning you or the account(s); or 2) any claim made by you for any transaction that is determined to be authorized, as stated in the Product Feature, Service Charge and Fee disclosures. To protect your and our interests, if we need to seek legal or other professional advice to review a levy, garnishment, attachment or other court order that affects your account, a service or a transaction, you agree to pay all costs and expenses, including reasonable attorney fees, incurred for the review of that levy, garnishment, attachment or court order. You further agree that all costs and expenses of such review may be deducted from your account, and that you will be responsible for any additional amount owed according to the terms of this Agreement.

### a. Disputes Over or Uncertainty About an Account or Funds in an Account.

If there is a dispute between any person and/or private or government organization over an account or the funds in an account, or we are uncertain who is entitled to access an account or the funds in an account, you agree that we may hold the funds in the account and may not release the funds in the account until all persons or organizations affected by the dispute or uncertainty agree in writing what should be done with the account and/or the funds in the account or until we receive a court order instructing us what to do. You understand and agree that such a hold is beneficial to both you and us to assure that only a person who or organization that is entitled to access the account and/or the funds in the account actually obtains access to the account and/or the funds held in an account. To protect your and our interests, if we need to seek legal or other professional advice to review a written agreement or court order that affects your account, service or a transaction, you agree to pay all costs and expenses, including reasonable attorney fees, incurred for the review of that agree-

ment or court order. You further agree that all costs and expenses of such review may be deducted from your account, and that you will be responsible for any additional amount owed according to the terms of this Agreement. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

## 22. Your Obligations to Us

If we incur any loss, related expenses, fees, charges, interest and/or liability (including reasonable attorney fees) on an account or service we have provided to you, or as a result of any transaction, dispute, uncertainty or membership matter concerning you, the owner, a representative, signer, or fiduciary, you agree that you are jointly and individually liable to us for the full repayment of that loss and related expenses, fees, charges, interest and liability (including reasonable attorney fees), whether you are still a member or not. You agree that we may contact you about that loss, expenses, fees, charges, interest, liability and/or any obligation (including reasonable attorney fees) that you owe to us at all addresses, phone numbers and e-mail addresses provided in the Business Member Service Application of this Agreement or any updated address reflected in our records. You understand and agree that if you are ever obligated to repay us for any loss, expenses, fees, charges and/or liability in connection with your accounts, loans or any related account or loan service you have or had with us, that we may share your information with any affiliated person or organization (including collection agencies or attorneys) assisting us with the collection of your obligation, whether or not you are still a member of the Credit Union. You agree that we may deduct any loss, expenses, fees, charges, interest and/or liability (including reasonable attorney fees) from your account(s) without notice to you regardless of the source of those funds, including directly deposited government entitlements or benefits such as social security deposits. However, our security interest, any right of set off and any lien rights do not apply to retirement accounts. Additionally, you also agree to pay any other reasonable charges, fees, interest and/or expenses (including reasonable attorney fees) we may incur in providing you membership, an account or any transaction or related service that are not covered by this Agreement. If either you or the Credit Union is required to initiate legal action to enforce or interpret any of the terms, responsibilities or liabilities of this Agreement, you and the Credit Union agree that the successful party is entitled to payment by the losing party for any collection costs incurred by either party or collection agency, and to reasonable attorney fees and costs, including those incurred on any appeal, bankruptcy proceeding and post-judgment action, unless otherwise limited or prohibited. You and your estate agree to indemnify and defend us against and hold us harmless from any loss, damage, claim, liability or legal action arising from our right to recover for any loss, expense, fees, charges, interest and liability (including reasonable attorney fees) we incur as a result of your account and any transaction on your account. If you cause us a loss, you understand and acknowledge that we may deny you accounts and services, close or terminate your accounts and services, and even expel you from membership, as addressed in this Agreement, our policies or as otherwise allowed.

## 23. Our Responsibility for Errors

If we do not properly perform a transaction according to the terms of this Agreement, we may be liable to you for losses up to the amount of the transaction (unless otherwise required). We will not be liable for: 1) your account having insufficient funds to complete a transaction; 2) losses that result from your negligence or the negligence of others; 3) your failure to follow any time limits as

explained in this Agreement; 4) circumstances beyond our control that prevent us from performing the transaction (such as power failures, closures due to storms or other emergencies); or 5) any losses caused by your failure to follow any term of this Agreement. Our actions will constitute the use of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules and general banking practices followed in the area serviced by us. As a result of a request or an order by you, should we ever disburse a greater amount of funds based on your request or order to any person or organization that you know (e.g., relative, friend, employee, business associate, creditor, authorized person, etc.), you agree to assist us in recovering our funds, including participation in litigation and prosecution.

Finally, if you report that any transaction on an account or loan is erroneous or unauthorized, and we determine that the transaction on the account or loan was conducted by your family member, friend or employee, and that you were negligent with respect to the transaction, you understand and agree that you will take responsibility for and address the matter to recover any loss for the transaction with the family member, friend or employee. You understand and agree that you, like each member of our Credit Union, are in the best position to control, prevent and subsequently address the transaction with your family member, friend or employee, rather than imposing the expense of resolving the matter on all members of the Credit Union.

#### **24. Accounts Determined Dormant**

Should any of your accounts have a balance less than the minimum balance required by this Agreement and specifically explained in the Product Feature, Service Charge and Fee disclosures, and you have not used our products or services that would exempt your account from our dormant account procedures, we may consider your account to be dormant. Should we consider your account dormant, we may charge an account dormancy fee as stated in the Product Feature, Service Charge and Fee disclosures. We charge fees on a member's dormant account because of the expense incurred by all members in maintaining accounts that are not being used by a particular member who additionally is not using our products or services that would otherwise justify us incurring the expense of maintaining the account.

#### **25. Funds Presumed Unclaimed Property**

If there has been no activity on your account(s) such as deposits and withdrawals and we have not been able to contact you for a number of years, the state requires that the funds in your account(s) be presumed abandoned and sent to the state as unclaimed property. Upon remittance of the funds in your account(s) to the state, your accounts will be closed and you will need to reclaim the funds by contacting the appropriate state agency.

#### **26. Closing Your Account & Terminating Services**

You may close your one representative or trustee account and terminate services, and any representative or trustee alone may close a multiple representative or multiple trustee account and terminate services, at any time by notifying us in writing, according to the terms of this Agreement. In the interests of all members, you agree that we may require you to sign a Membership Application (or other form we use) acknowledging that you requested that the account be closed and services be terminated, on which we may note the closed account and terminated services and include the word "Closed" on the Membership Application. We are not responsible for any transactions that were initiated by you or other representatives, agents or trustees that occur on your account until the account is closed and the service is terminated by you with us. You agree that if we pay any check, draft, item or transfer on your account after the account is closed and the service is terminated, you will reimburse us for the amount of the check, draft, item or transfer including any fee as stated in the

Product Feature, Service Charge and Fee disclosures. If you ask us to add to and/or change an existing account or service, you agree that we may require you to close your account and open a new account, and may require you to sign a new Membership Application (or other form we use). We may charge you a fee per account closure and opening or service termination and initiation for multiple closures, openings, terminations and initiations to accounts and/or services in a calendar year as stated in the Product Feature, Service Charge and Fee disclosures.

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

We may close your account at any time and without notice if: 1) we are dishonoring a number of checks, drafts or items for insufficient funds, if a number of checks, drafts or items taken for deposit are returned unpaid or you stop payment on a check, draft or item that would otherwise be returned for insufficient funds; 2) a number of checks have been lost or stolen; 3) any alteration, forgery or other fraud has occurred involving you or your account; 4) there has been any falsification, misrepresentation or any other abuse by you or involving any of your accounts; 5) the balance of the account does not meet our minimum balance requirements for thirty (30) calendar days; 6) we determine it is necessary either to stop or prevent a loss to us; 7) you have or are making multiple additions or changes to an account and/or services; or 8) if you ever become abusive with or threaten the safety of an employee, volunteer, member or affiliated person or organization with us. Further, you acknowledge that for your and our protection we may close your account anytime to avoid a loss or potential loss to you or us (such as when your checks become lost or stolen).

You understand that whether your account and service is closed and terminated by you or us that all transactions on the account will be dishonored, not paid or rejected and returned because the account is closed. You agree that whether your account and service is closed and terminated by you or us that closure and termination does not release you or any representative, trustee, agent,

beneficiary/POD payee, successor trustee or fiduciary from any fees, obligations or other liabilities incurred on the account or service before, in the process of, or after the account is closed and the service is terminated.

**a. Non-Member Account Representatives.**

In the event that there is no representative who is a member of our Credit Union on an account, you agree that we may close the account and issue a check for the balance of the funds in the account (as of the date at our election to close the account) to any remaining non-member account representative.

**27. Termination of Your Membership at the Credit Union**

Membership at our Credit Union is a privilege granted to you by our members under State law. However, you may end your membership with the Credit Union at any time by providing us with written notice of your desire to end your membership, according to the terms of this Agreement. You understand that ending your membership does not release you of your responsibilities, obligations and liabilities to us under this Agreement.

In the interest of protecting the assets of the Credit Union and maximizing dividends to members, the board of directors adopts the following policy. This policy provides for expulsion of members who have caused a loss to the Credit Union or who have engaged in actions that put the Credit Union at risk of loss or liability. Expulsion may result, upon board action, in the situations described below.

**a. Expulsion Criteria.**

**1. Member-caused loss that may subject the member to expulsion action by the board includes the following:**

- i. Member's failure to pay amounts due under a loan. "Amounts due" includes, without limitation: principal; interest; fees and charges; financed insurance premiums; collection agency charges or attorneys' fees incurred in collecting amounts due under a note or guarantee, in repossessing and liquidating collateral under a security agreement, or in obtaining a deficiency judgment.
- ii. Member's failure to provide collected funds to cover account withdrawals or to cover personal checks.
- iii. Member's failure to provide collected funds to cover Credit Union checks purchased by the member.
- iv. Member's failure to pay fees or charges due the Credit Union for any reason.
- v. Notwithstanding the foregoing, a member who has caused a loss but, in the sole discretion of the Credit Union, the loss was unavoidable and the result of extraordinary hardship resulting from loss of job, serious family illness, dissolution of marriage, or death in the immediate family may remain eligible for membership.

**2. Member action or inaction that put the Credit Union at risk of loss or liability that may subject the member to expulsion action by the board includes the following:**

- i. Members who engage in check kiting, attempted or actual deposits of counterfeit checks or other nonnegotiable items, foreign ATM transfers between checking and savings accounts which result in overdrafts of both accounts, attempted or actual theft of Credit Union or other member's funds, or similar activities whereby the member illegally attempts to obtain funds not due the member.
- ii. Members who do not, or are otherwise unwilling to fully comply with all applicable laws and regulations, including, but not limited to, providing appropriate documentation as to the nature and purpose of their account(s) as required under the USA Patriot Act.
- iii. Members threatening staff who deny loan applications or other services, members who engage in inappropriate conduct or

language directed at staff based on sex, race, national origin, marital status, sexual orientation, physical or mental impairment, age, or membership in the uniformed services, or similar activity whereby staff are subjected to verbal or physical abuse.

- iv. Members who fail to protect blank personal checks as evidenced by repeated claims of lost checks and unauthorized transactions (particularly when the forgeries are committed by persons living in the member's household), or fail to protect access cards and security information such as personal identification numbers as evidenced by repeated claims of unauthorized transactions (particularly when the unauthorized transactions are committed by persons living in the member's household), or engage in similar activities resulting from repeated failure to keep their accounts and records secure.
- v. Members who use or attempt to use false or forged documents or false information to obtain credit or access to an account.
- vi. Members who use or attempt to use false identities.

**b. Notice to Current Members.**

The expulsion criteria will be communicated to all current members.

**c. Notice to New Members.**

The expulsion criteria will be communicated to new members at the time of application, as of the date of mailing the notice to current members. Members who do not apply in person will be mailed the notice as soon as possible but no later than twenty (20) days after applying for membership.

**d. Expulsion Procedure.**

In the event a member causes a loss to the Credit Union or engages in activities that meet the expulsion criteria, the Board of Directors may expel the member in accordance with the following procedure:

- 1. The matter of expulsion will be placed on the agenda for the next regularly or specially scheduled meeting of the Board of Directors;**
- 2. If the Board votes to expel the member:**
  - i. The Credit Union will apply any member shares available to cover any loss or amounts due the Credit Union;
  - ii The member will be sent a letter, notifying the member of his or her expulsion;
  - iii. Any shares remaining, after the Credit Union exercises its right to apply shares to offset amounts due, will be sent to the member with the expulsion letter.
- 3. In the case that a Suspicious Activity Report is filed in connection with the member being expelled, under no circumstances may any Credit Union officer, director, employee, or agent notify any person involved in a reported transaction that a SAR has been filed.**
- 4. In the case that law enforcement (federal, state or local) requests that an account relationship be maintained, the Credit Union will comply and allow the account to remain open for the duration of the request, not to exceed six months. Such requests will be required to be in writing and issued by an appropriate supervisory agent or attorney representing the law enforcement agency. Upon expiration of the request, the member may be expelled in accordance with this policy.**

**e. Effective Date of Expulsion Policy.**

This policy will become effective thirty (30) days after the policy is sent to all current members.

**28. Deceased Account Representatives, Claims & Transactions**

**Important Note:** Please be aware that only "sole proprietorship" and "doing business as" accounts may designate beneficiaries/POD payees on those accounts on a form as we require.

**a. Disbursal of Funds to Representative or Claimant.**

If you own a one representative account and have not designated any beneficiaries/POD payees on the account, upon your death the funds in the account will go to your estate and can be claimed by your legal representative or claimant (generally a creditor) subject to the terms of this Agreement. If you own a multiple representative account and have not designated any beneficiaries/POD payees on the account, upon your death your interest in the account and the funds in the account are owned by any surviving representative or representatives of the account (subject to the terms of this Agreement), and upon the death of the final representative the funds in the account will go to the final deceased representative's estate and can be claimed by that representative's legal representative or claimant (generally a creditor) subject to the terms of this Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) at our Credit Union. You agree that any representative or claimant of your estate is bound by the terms of this Agreement. Upon an representative's death, we may require any estate representative or other claimant of the funds held in a deceased representative's account(s) to prove his or her authority as the representative of the estate or claimant of the funds and identification as the estate representative or claimant before we will release any funds held in any account. We may require an estate representative or claimant or anyone who claims an interest in funds held in a deceased representative's account to indemnify and defend us against and hold us harmless from any loss, damage, claim or liability before we will release the funds to the estate representative or claimant or other person. We may continue to honor all deposits, withdrawals, transfers and transactions on the account until we receive a certified copy of an representative's death certificate, along with proof of the representative's, claimant's or third person's authority as the representative, claimant or creditor of the estate and identification as the estate representative, claimant or creditor. To assure that we carry out your wishes, if we need to seek legal or other professional advice to review any documentation provided by a representative or claimant that affects your account, a service or a transaction, you agree that we may deduct all costs and expenses, including reasonable attorney fees, incurred for the review of that documentation from your account. Alternatively, if there is a dispute between purported representatives and/or claimants, and/or there is uncertainty about who is entitled to the funds in the account that we cannot resolve by referring to this Agreement, you agree that we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. If we elect to deposit the funds with a court we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court. If the funds are deposited with a court, you agree that the account may be closed and that all purported representatives and/or claimants will need to claim the funds by contacting the court.

**b. Disbursal of Funds to Beneficiary(s) or POD Payee(s).**

If you own a one representative account and have designated a Beneficiary(s)/POD payee(s) in The Membership Application on the account, upon your death the beneficiary(s)/POD payee(s) will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of your death and the beneficiary's/POD payee's identification. If you designate more than one beneficiary/POD payee on the account, upon your death each beneficiary/POD payee will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of beneficiaries/POD payees designated on the account, and will own those funds without right of survivorship (which means that the deceased beneficiary's/POD payee's share of the funds would go to his or her estate). You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or

it is a beneficiary/POD payee on your account(s). If a beneficiary/POD payee on the account dies before you, it is your responsibility to notify us and change the account accordingly.

If you own a multiple representative account and have designated a beneficiary(s)/POD payee(s) in The Membership Application on the account, upon your death, your interest in the account and the funds in the account are owned by any surviving representative or representatives of the account (subject to the terms of this Agreement), and upon the death of the final representative the beneficiary(s)/POD payee(s) will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof that all representatives are deceased and the beneficiary's/POD payee's identification. If you designate more than one beneficiary/POD payee on the account, upon the death of the final representative on the account each beneficiary/POD payee will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of beneficiaries/POD payees designated on the account, and will own those funds without right of survivorship (which means that the deceased beneficiary's/POD payee's share of the funds would go to his or her estate). You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a beneficiary/POD payee on your account(s). If a beneficiary/POD payee on the account dies before you, it is your responsibility to notify us and make any changes to the account. To assure that we carry out your wishes, if we need to seek legal or other professional advice to review any documentation provided by a beneficiary's/POD payee's representative or claimant that affects your account, you agree that we may deduct all costs and expenses, including reasonable attorney fees, incurred for the review of that documentation from your account.

**29. Your Irrevocable Waiver of Your Rights to Make Testamentary Dispositions from Any of Your Accounts**

You understand that it is your sole responsibility and not our responsibility to assure that the ownership and survivorship features of your accounts and services, as designated by you in the Membership Application, accurately reflect and take into consideration your personal, domestic, business and estate planning needs (such as, but not limited to, those created, changed or terminated by marriage, children, adoption, separation, divorce, remarriage, death or as a result of any agency, guardianship, conservatorship, trusts, wills, incorporations, partnership agreements, contracts, indebtedness, etc.). If permitted by applicable state law, you irrevocably waive your rights to make testamentary dispositions from any account, and do so with the understanding that the ownership and survivorship features of an account (such as "multiple/joint account ownership with right of survivorship" and "beneficiary/POD payee" designations) control and supersede any inconsistent testamentary disposition. Because it is your responsibility to assure that the ownership and survivorship features of your account(s) and services accurately reflect and take into consideration your personal, domestic, business and estate planning needs, and because you can change, add or close or terminate an account or service at any time, you irrevocably waive your right to make a testamentary disposition from any account at the Credit Union, both now and in the future. As important, because you are in complete control of the ownership and survivorship features of your account(s) and services, and can change, add, close or terminate the account(s) and services at any time, and have agreed that we may rely exclusively on the terms of the Membership Application and this Business Member Service Agreement, upon your death we may rely exclusively on the terms of the Membership Application and this Business Member Service Agreement concerning all matters that affect your account(s) and services.

### 30. This Agreement and State & Federal Law

While your membership, accounts and services are primarily governed by the Membership Application and this Business Member Service Agreement, they are also governed by the applicable law of the state in which the branch or service center where you opened your account is located, or if you opened your account by mail, or our services that can be accessed online, the law of the State of Illinois, federal law, federal reserve regulations and operating letters, clearing house rules and the recognized Credit Union practices used in the areas our Credit Union serves, as amended from time to time. If any term of this Agreement is in conflict with the applicable law, that term will be nullified to the extent that it is inconsistent with the law and the law will govern. Should any term of this Agreement be declared invalid, unenforceable or unlawful by a court, that term will not affect the validity of any other terms of this Agreement, which will continue in full force and effect.

### 31. Arbitration of Claims and Disputes

**PLEASE REVIEW THIS PROVISION CAREFULLY: IT AFFECTS YOUR LEGAL RIGHTS.**

**Arbitration of a dispute will result in the loss of any right to participate in a class action lawsuit related to the claim arbitrated.**

#### a. Arbitration Procedures.

**1. Electing Arbitration.** Except if you opt out as provided below, you or we may elect to arbitrate any claim or dispute between you and us arising from or related in any way to this Agreement or to any account, product, or service you have or have had with us. This arbitration provision applies regardless if the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (and not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to any individual action brought in small claims court (or your state court equivalent). Any arbitration hearing will be within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed.

**2. Arbitration Costs.** We will reimburse the amount of filing, case management, administration, and arbitrator fees you're required to pay. Notwithstanding the foregoing, we will not reimburse you for any fees if the arbitrators determine that your claim or dispute was frivolous or baseless. Each party will be responsible for its own fees, including attorneys' fees in any arbitration, except that the arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.

**3. Arbitrators and Arbitration Rules.** The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a panel of three arbitrators. Each party will select an arbitrator within ten days of the filing of the arbitration, with such selected arbitrators selecting the third arbitrator within twenty days of their appointment who will serve as chair of the panel. The arbitrators are bound by the terms of this Agreement and each will be a retired judge or attorney with experience in financial institutions.

**4. Effect of Arbitration Award.** The arbitrators' decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrators.

#### b. Federal Arbitration Act.

This Agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the U.S. Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrators.

#### c. CLASS ACTION WAIVER.

**Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration.**

#### d. General.

**1. Severability; Survival.** Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed and the remaining terms shall be enforced without regard to the invalid or unenforceable provisions. This arbitration provision shall survive termination of the Agreement.

**2. Available Relief.** This arbitration provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision limits your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

#### e. RIGHT TO OPT OUT.

**YOU MAY OPT OUT OF THIS ARBITRATION PROVISION AND THE CLASS ACTION WAIVER BY CONTACTING US VIA THE MESSAGE CENTER IN ONLINE BANKING, CALLING US TOLL FREE AT 1-800-388-7000, OR SENDING A WRITTEN REQUEST TO US AT BCU, ATTN: LEGAL DEPARTMENT, 340 N. MILWAUKEE, VERNON HILLS, ILLINOIS 60061 (WHICH MUST INCLUDE YOUR NAME, ADDRESS AND ACCOUNT NUMBER). NOTICE MUST BE RECEIVED WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT WAS DELIVERED OR OTHERWISE MADE AVAILABLE TO YOU. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR EFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THIS AGREEMENT. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL TERMS OF THIS ARBITRATION PROVISION. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.**

### 32. Using our Secure Site

Data on the BCU web servers is secure and protected. Our staff is trained to treat member information with the utmost confidentiality. BCU keeps the user information secure via Secure Sockets Layer (SSL) and other types of encryption. This protection extends to feedback forms, product order forms and other online forms asking for personal information. Microsoft and Netscape browsers, version 4.0 and above, support such security protocols.

### 33. 3rd Party Website Links

BCU websites may contain hyperlinks to other sites created and maintained by other organizations. When you click those links, you will be leaving the BCU website and viewing alternate web sites not operated by the Credit Union. BCU does not regularly review materials posted on these linked sites and is not responsible for the content on them. BCU does not represent either the third party or the member if the two enter into a transaction. Privacy and security policies may differ from those practiced by

BCU. Any decision of web site visitors to view any of the linked web sites is at their own risk.

### 34. Account Maintenance/Change of Address

BCU periodically receives updated member address information from the United States Postal Service National Change of Address (NCOA) database and other USPS databases to help us properly maintain and service the account. If BCU is notified of a change in a USPS database, the account will be updated to reflect the new information (either a new address or non-deliverability at the current address). You will begin to receive statements at your new address on the next statement processing cycle (either monthly or quarterly) after BCU receives notice of the change. Please contact BCU Member Relations immediately at 800-388-7000 in the event that you believe an error has occurred in the servicing of the account.

## Funds Availability Disclosures

This policy applies to checking accounts. Deposits to other accounts may be subject to longer holds in our sole discretion.

### 1. General Policy

Our policy is to make funds from your deposits available to you on the first business day after we receive your deposit. Funds from cash or electronic deposits may be available immediately. Funds from deposits made at automated teller machines (“ATMs”) will not be available until the second (2nd) business day after the day of your deposit, but the first \$225 from such deposits will be available on the first business day. Funds from deposits made at automated teller machines (“ATMs”) we do not own or operate may not be available until the fifth (5th) business day after the day of your deposit, but the first \$225 from such deposits will be available on the first business day. ATMs that we own or operate are identifiable by our name displayed on the ATM. Funds from deposits made at Shared Branching locations, may not be available until the second (2nd) business day after the day of your deposit, but the first \$225 from such deposits will be available on the first business day after the day of the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit on or before 3:00 p.m. local time at the Credit Union Service Center (or ATM before on or before 1:00 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 our closing (or ATM after 1:00 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.

### 2. Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first (1st) business day. If we are not going to make all of the funds from your deposit available on the first (1st) business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### 3. Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be availa-

ble at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### 4. Longer Delays May Apply

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

### 5. Special Rules for New Accounts

The following rules may apply during the first thirty (30) days your account is open:

- a. Funds from electronic direct deposits will be available on the day we receive the deposit.
- b. Funds from deposits of wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first (1st) business day after the day of the deposit if the deposit meets certain criteria (for example, the check must be payable to you). The excess over \$5,525 may not be available until the seventh (7th) business day after the day of your deposit.
- c. Funds from all other check deposits may not be available until the seventh (7th) business day after the day of your deposit. Only the first \$100 will be available on the next business day. The remaining funds may not be available until the seventh (7th) business day after the day of your deposit.

### 6. Foreign Checks

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

## Electronic Fund Transfer Disclosures

The following disclosures set forth your and our rights and responsibilities concerning electronic fund transfers. Electronic fund transfers (“EFTs”) are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, including online account access, direct deposits, automated teller machines (ATMs), Visa Debit Card (“Card”), and audio response services.

### 1. EFT Services

#### a. Automated Teller Machines (“ATMs”).

You may use your Card and personal identification number (PIN) in ATMs of the Credit Union, Allpoint, Co-op, Alliance One, SUM, Star, ATH, and NYCE networks, and such other machines or fa-

ilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your checking and savings accounts.
- Withdraw cash from your checking and savings accounts.
- Transfer funds between your checking and savings accounts.
- Obtain information about the balance of your checking and savings accounts.

**b. Direct Deposit.**

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

**c. Pre-authorized Debits.**

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

**d. Telephone Teller.**

If we approve your application for telephone access to your accounts under the Telephone Teller service, you may use a telephone to access your account by calling toll-free at 800-944-8143. You must use your PIN along with your account number to access your accounts. At the present time you may use Telephone Teller to:

- Transfer funds between accounts.
- Make loan payments.
- Obtain information about the balance of your account(s).
- Obtain information about the last deposit to your account(s).
- Obtain information about the last deposit to your certificate account(s).
- Obtain information about cleared checks from your account(s).
- Obtain information about the last ten (10) transactions.

**e. Online Access.**

If we approve your application for the online account access, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet (World Wide Web). The online address for online access services is [www.bcu.org](http://www.bcu.org). You may select a password. You must use your password along with your Login ID to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use the online service to:

- Transfer funds between accounts.
- Make payments from checking or savings to loan or credit accounts with us.
- Make payments from checking to third parties through Bill Pay.
- Get account balances, account histories, rate, and product information.

Transactions involving your deposit accounts will be subject to your Business Member Service Agreement and transactions involving a loan account will be subject to the loan agreement(s) for the applicable loan.

**f. Mobile Banking.**

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Online Banking Service and make such other financial transactions as set forth in the Online Banking Service Agreement using compatible and supported mobile phones and wireless devices ("Wireless Devices"). You agree and

understand that the Mobile Banking Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Mobile Banking, the designated accounts and bill payment payees linked to your account through Online Banking will be accessible through Mobile Banking.

**g. Visa Debit Card.**

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

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card. The Credit Union will honor your debit transactions processed by any of these networks.

Depending on our authorization protocols and network availability, transactions processed over other networks may or may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. You may instead be asked to sign a receipt or payment authorization. Provisions applicable only to Visa transactions (such as Visa's zero liability protections) will not apply to non-Visa debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

ATM and Point of Sale (POS) transactions frequency and dollar limitations using your Debit Card:

- You may make no more than 9 transactions per day;
- You may not exceed \$500 in transactions per day; and
- Excessive withdrawal fees for each transaction over 5 per month made on at Surcharge Free and non-proprietary ATMs apply as stated in the Product Feature, Service Charge and Fee disclosures.

**h. Electronic Check Transaction.**

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

**2. Service Limitations.**

**a. Automated Teller Machines.**

**Withdrawals.** Cash withdrawals from ATMs can be made as often as you like. You may withdraw up to \$1,210 with our debit card (if there are sufficient funds in the account) per business day. For purposes of determining whether you have reached the daily limit, a day ends at midnight.

**b. Audio Response Services.**

Your accounts can be accessed under Audio Response Services via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. Audio Response Services will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear a message directing you to call back. We

may limit the number of certain types of withdrawals from some accounts, as described in the “Product Feature, Service Charge and Fee” disclosures. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**c. Online Access Service.**

**i. Transfers.** We may limit the number of certain types of withdrawals from some accounts, as described in the “Product Feature, Service Charge and Fee” disclosures. Bill payer transactions are unlimited. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

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

**iii. E-Mail and Stop Payment Requests.** The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and which we may request you confirm in writing in accordance with your Business Member Service Agreement. Contact the Credit Union immediately regarding an unauthorized transaction or stop payment request.

**d. Mobile Banking.**

You are fully responsible for understanding how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. If you authorize the use of Touch ID for Mobile Banking, the Mobile Banking service may be accessed using any fingerprint recognized by your Wireless Device, even if it is not your own. If you have permitted another person to use their fingerprints to authorize activity on your Wireless Device, their fingerprint will also gain access to Mobile Banking if you have authorized Touch ID. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network which you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

**e. Visa Debit Card.**

There are limits on the number of Debit Card purchase transactions you may make based on available account balance, previous transactions, and maximum daily dollar limits. The Credit Union reserves the right to refuse any transaction which would draw

upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the Visa Debit Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of your Card and Account are subject to the following conditions:

**i. Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

**ii. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

**iii. Currency Conversion; International Transaction Fee.** Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions, as established by Visa International, Inc., is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee as set forth in the Service Charge and Fee Schedule for any card transaction at a location in a foreign country or with a merchant located in a foreign country even if you initiate the transaction from within the United States.

**3. Security of Personal Identification Number**

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

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

**4. Member Liability**

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. Howev-

er, tell us at once if you believe anyone has used your Account, Card or PIN and accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For Visa Debit Card purchase transactions, if you notify us of your lost or stolen card you will not be liable for any losses provided that you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim.

## 5. Fees and Charges

There are certain charges for the EFT services as set forth on the Product Feature, Service Charge and Fee disclosures. The Credit Union reserves the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

## 6. Credit Union Liability for Failure to Make Transactions

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

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if the Credit Union's online access system was not properly working and such problem should have been apparent when you attempted such transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- If your account is frozen because of a delinquent loan or is subject to legal process or other claim.

- If the error was caused by a system beyond the Credit Union's control such as your Internet Service Provider, any computer virus, or problems related to software not provided by the Credit Union.
- If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

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

## 7. Termination of EFT Services

You agree that we may terminate this Agreement and your use of any EFT services, if you, or any authorized user of your account or PIN breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code.

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

## 8. Notices

We reserve the right to change the terms and conditions upon which this service is offered.

## 9. ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your card.
- Report all crimes to law enforcement officials immediately.

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, the U.S.A. Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We will let you know what additional information is required.

## Product Feature, Service Charge and Fee Disclosure

This Disclosure sets forth current conditions, fees, penalties and charges applicable to your Savings, Checking, and Certificate Accounts at BCU at this time. The Credit Union may offer other product features and fees or amend the product features and fees contained in this schedule from time to time. Each account holder agrees to the terms set forth on this Product Feature Disclosure and the Service Charge and Fee Disclosure that follow and acknowledges that these disclosures are part of the Business Member Service Agreement. The current rates for these accounts are found on the rate sheet that accompanies this Disclosure and on our Web site at [www.bcu.org](http://www.bcu.org).

### Product Disclosures

#### Regular Savings

Minimum Opening Balance	\$1.00
ATM Excessive Withdrawal Fees	None
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Requirements to Earn Dividends	None

#### Standard Business Checking

Monthly Service Charge (below \$500 minimum)	\$5.00
Credit item charge after maximum of 100 per month	\$0.15
Debit item charge after maximum of 100 per month	\$0.15
Coin and Currency Processing:	
Orders: Fee after 5 free per month	\$5.00/order
Deposits: Fee after 10 free per month	\$2.00/deposit

#### Premier Business Checking

Monthly Service Charge (below \$5,000 minimum)	\$10.00
Credit item charge after maximum of 200 per month	\$0.10
Debit item charge after maximum of 200 per month	\$0.10
Coin and Currency Processing:	
Orders: Fee after 5 free per month	\$5.00/order
Deposits: Fee after 10 free per month	\$2.00/deposit

#### Other Monthly Requirements/Conditions & Penalties

Dividends paid on deposits over \$5,000; see current rates for details. Dividends are calculated by the average daily balance method. Dividends will be compounded every month and credited to your account. The dividend rate and average percentage yield may change at any time, as determined by BCU Management.

#### Money Market

Minimum Opening Balance	None
ATM Excessive Withdrawal Fees	N/A
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Requirements to Earn Dividends	None

This is a tiered rate account. See rate sheet.

#### Certificate

Minimum Opening Balance	\$500
ATM Excessive Withdrawal Fees	N/A
Minimum Balance to Earn Annual Percentage Yield	None
Dividends Compounded and Credited	Monthly
Dividend Period	Monthly
Monthly Requirements to Earn Dividends	None

#### Other Monthly Requirements/Conditions & Penalties

Multiple terms available. See rate sheet. Early withdrawal penalties apply. For tax deferred accounts, withdrawals or transfers to another account may be taxable depending on the nature of the distribution. Tax withholding may be required, subject to current

IRA rules. Please consult your advisor on the tax implications of a distribution prior to making a withdrawal or transfer.

Except as specifically described, the following disclosures apply to all of the accounts:

#### 1. Rate Information

The current Dividend Rate and Annual Percentage Yield (APY) on your accounts are set forth on the rate sheets and Web site. For all accounts except certificates, the Dividend Rate and APY may change at any time as determined by us. Money Market accounts are Tiered Rate Accounts. The Dividend Rate for a particular tier will apply to the entire account balance if the account balance is within the balance range for that tier. For Certificate Accounts, the Dividend Rate and APY are fixed and will be in effect for the term of the account. For Certificate accounts, the APY is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

#### a. 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 Dividend Rate and APY set forth on the rate sheet or website are the rates and yields for the last dividend period as set forth above.

#### b. Compounding and Crediting

Dividends will be compounded and credited as set forth above. For dividend bearing accounts, the Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

#### c. Accrual of Dividends

Dividends will begin to accrue on non-cash deposits (e.g., checks) on the day after you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

#### 2. Balance Information

The minimum balance required to open each account and earn the stated APY is set forth above. If you do not maintain the minimum balance, you will not earn the stated APY. For Money Market and Certificate accounts, dividends are calculated by using the Daily Balance method, which applies a daily periodic rate to the balance in the account each day. For all other accounts, dividends are calculated by the average daily balance method, which applies a period rate to the average 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.

#### 3. Account Limitations

For all Regular Savings and Money Market accounts, you may not make more than six (6) covered *transactions* per month. Covered *transactions* include your checks, transfers initiated through online banking or mobile banking, ACH transfers, merchant point of sale *transactions*, preauthorized or automatic transfers, and overdraft protection transfers. Transfers to pay a loan with us are not covered by this limit. The date we use to determine the num-

ber of *transactions* is the date a *transaction* is posted to (actually credited to or debited from) an account, rather than the date you initiate the *transaction*. If you exceed this limit, we may refuse or reverse the *transaction*, and we may impose a charge as specified in the listing of service charges provided below. If you repeatedly exceed this limit, we may terminate the account.

#### **4. Certificate Account Features**

##### **a. Rewards Rates.**

To qualify for Rewards Rates two out of the three requirements must be met at the time of opening the certificate: Have an active checking account with direct deposit of \$500 per month into a BCU checking account, a total share balance of \$25,000 or have a qualifying loan in good standing. Qualifying loans include mortgage, home equity, auto and credit card. Any BCU loan that is not in good standing will disqualify you from Rewards rates.

##### **b. Account Limitations.**

After your account is opened, you may not make additional deposits to a Certificate account.

##### **c. Maturity.**

Your Certificate account will mature on the maturity date set forth on your Account Receipt or Renewal Notice.

##### **d. Early Withdrawal Penalty.**

We may impose a penalty if you withdraw any of the principal of your Certificate account before the maturity date.

**i. Amount of Penalty.** The amount of the penalty is 30 days dividends on the amount withdrawn if the account term is one year or less, 90 days dividends on the amount withdrawn if the account term is between one and two years, 180 days dividends on the amount withdrawn if the account term is between two and three years, and 270 days dividends on the amount withdrawn if the account term is greater than three years.

**ii. How the Penalty Works.** The penalty is calculated as a forfeiture of part of the interest that has been or would be earned at the nominal interest rate on the account. It applies whether or not the interest has been earned. In other words, if the account has not yet earned enough interest or if the interest has already been paid, the penalty will be deducted from the principal.

**iii. Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: when an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.

##### **e. Renewal Policy.**

Certificate accounts are automatically renewable accounts. Automatically renewable accounts will renew for another term upon maturity. You have a grace period of ten days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

##### **f. Nontransferable/Nonnegotiable.**

Your account is nontransferable and nonnegotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the Credit Union.

## Service Charge and Fee Schedule

### GENERAL TRANSACTIONS ACCOUNT FEES

Replace Lost Debit /Credit Card PIN Fee.....	\$5
Replace Lost Debit /Credit Card Fee.....	\$10
Rush Debit Card Fee.....	\$20
Rush Credit Card Fee	
2 day delivery .....	\$20
Next Day Delivery.....	\$30
Deposited Checks and Other Items Returned Unpaid Fee ..	\$15
Non-Sufficient Funds (NSF) Fee* .....	\$29

*\*An NSF fee is charged each time an item is presented against insufficient funds. The payee (or the payee's institution) may represent a previously returned item. Each presentation against insufficient funds will result in a separate fee.*

Dormant Account Fee .....	\$25
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*The Dormant Account Fee is charged quarterly if there has been no member-initiated account transaction or correspondence with the Credit Union for twelve consecutive (12) months or more, and the total account balance is less than \$1,000. The account will be closed once the cumulative share balance reaches \$0.00. The Dormant Account Fee will not be charged for accounts with active mortgages or credit card loans; all other open loans, share certificates, IRAs, Investment Advisors accounts; or if the primary member is under 21 years old.*

Savings and Money Market Account Excessive Withdrawal Fee (For each withdrawal or transfer in excess of six during the month.).....	\$3
Undeliverable Statement Fee .....	\$7

### GENERAL TRANSACTION SERVICE CHARGES

Courtesy Payment service charge (each transaction that results in the available balance in the account being negative by more than \$20/limit 3 Courtesy Payment fees per checking account, per day) .....	\$29
Same Day and Next Day Online Bill Payments .....	\$15.00 each
Personalized BCU Travel Cards .....	\$3.50 per card
Non-personalized BCU Travel Cards .....	\$2.50 per card
Overnight shipping .....	\$20
Immigration Letter .....	\$25
Money Order (up to \$1,000) .....	\$1.75
Check Cashing If no Compensating Balance .....	\$1 per \$100 (min \$5)
Counter Check Made Payable to a Third Party .....	\$3
Cashier's Check .....	\$3
Copy of Check ( <b>FREE</b> through online banking) .....	\$2 per copy
Copy of Statement ( <b>FREE</b> through online banking) .....	\$2 each
Account Activity Printout .....	\$2 each
Account Research.....	\$20 per hour
Stop Payments (all items).....	\$25
Wire Transfer Domestic (outgoing) .....	\$35
Wire Transfer International (outgoing) .....	\$45
Western Union Domestic (outgoing) .....	\$25
Western Union International Under \$500 (outgoing) .....	\$35
Western Union International Over \$500 (outgoing) .....	\$50
International Transaction Fee (Foreign Merchant) .....	1% of transaction amount
<i>This fee applies to any debit card transaction made at a location in a foreign country, or payable to a merchant located in a foreign country even if you initiate the transaction from within the United States.</i>	
Phone Pay .....	\$20
Foreign Check Collection Item.....	\$20
Garnishments, Liens, and Levies .....	\$100
Currency Exchange .....	\$10.00 per order