

Important Information About Changes to Deposit Account Agreement

Changes Are Effective July 15, 2009

As we strive to provide our members with the best deposit account products and services at Baxter Credit Union (BCU), we are making a number of important changes to our Deposit Account Agreement. We have revised the Agreement to more fully and clearly outline the terms of membership, account ownership and services used by each member to make the Agreement more user-friendly and to fairly apportion responsibilities for the benefit of all members. These changes will help us provide you with the best account products and services possible, in the most cost effective manner. This enhances the value of membership for all members of our credit union.

The following is a summary of certain important terms of our Deposit Account Agreement (Agreement) that you should be aware of, with section referral numbers where you may read each specific provision. [These changes are effective July 15, 2009.](#) After the effective date, you can obtain a complete copy of the new Agreement from us at any time on our website, or by contacting us and having us e-mail or mail you the new Agreement.

Please read and keep a copy of your new Agreement so that you can refer to it anytime about matters that affect your membership, an account, or a service. Should you have any questions about a matter addressed in the new Agreement, please contact us during business hours at [800-388-7000](tel:800-388-7000).

Summary of Selected Important Terms of the New Deposit Account Agreement

- For all your accounts and account related services at BCU, we will rely exclusively on the terms of the Agreement. *See Section 1.a.*
- Our agreement is in English. Should you have difficulties reading and/or understanding it, please contact us or your family and/or friends for assistance. *See Section 1.b.*
- For your protection we may retain an image of your ID to authenticate matters related to your account or services. *See Section 3.b.*
- Surviving owners on a joint owner account own funds in the account. *See Section 4.b.*
- On joint owner accounts, any owner alone may add, close or change the account except for adding or removing owners to the account. *See Section 4.b.*
- In fairness to all members, should a document presented by you or on your behalf need to be reviewed for your account, you are responsible for the costs and expenses of that review. *See Sections 4.f.ii., 4.g., 4.h., 20. 20.a, and 27.a.*
- On savings/share accounts, except for Rainy Day Savings accounts, you are limited to six (6)

preauthorized, automatic, telephonic, audio response, or

internet transfers to another of your accounts each month. *See Section 5.d.ii.*

- In fairness to all members, you have thirty (30) days to review your statement and report alterations, forged drawer's signatures and counterfeit checks. *See Sections 6.a and 15.b.*
- For your protection you agree to use our check forms, or alternatively accept responsibility for losses for not using our forms. *See Section 6.b.*
- In fairness to all members, you agree to be responsible when your family members, friends or employees sign your name on your checks and checks payable to you. *See Sections 6.e. and 7.i.*
- You agree that funds in your accounts will be used to cover your overdrafts and related fees. *See Section 6j(1)i.*
- For your protection and in fairness to all members, we may require non-members to present ID, and/or pay a fee for transactions on your account. *See Section 6.m.*
- For your and our protection checks presented after 3 pm may be paid the next business day. *See Section 6.m.*
- If a deposit or other credit is posted to your account in error, we may debit your account to reverse the error at any time without notice to you. *See Section 7.j.*
- We may charge a research fee to cover the time spent on information requests concerning your accounts or services. *See Section 12.*
- For your and our protection, you agree to notify us within fourteen (14) days of the time you normally receive your periodic statement if you don't receive your statement. *See Section 15.a.*
- If your account is subject to garnishment, levy, or other legal process, we may hold the funds, impose a fee, and return checks presented against the held funds. *See Section 20.*
- For your protection, in the event there is uncertainty over who can access your account an administrative hold may be placed on your account until the uncertainty is resolved. *See Section 20.a.*
- In fairness to all members, if you cause a loss you are responsible for all costs and expenses related to that loss including attorney fees. *See Section 21.*
- Should the balance of your account be less than the required minimum it may become dormant and subject to a fee. *See Section 23.*
- By opening your account and selecting the ownership and survivorship features, you agree those features are accurate and waive the right to make testamentary dispositions from the account. *See Section 28.*
- Merchants may convert checks you write to electronic funds transfer (ACH) entries. *See "Electronic Funds Transfers" Section 1.g.*

The new Agreement will be available after the effective date.

(See New Account Products, Services and Opportunities for Our Members on the other side.)

New Account Products, Services and Opportunities for Our Members

Changes Are Effective July 15, 2009

BCU is updating our Deposit Account Agreement (Agreement) to provide our members with the best deposit account products and services possible. We can assist you more easily now with accounts for your trust, as well as provide you with the opportunity to increase the number of owners or beneficiaries/Payable on Death (POD) payees on your existing accounts. Additionally, we have expanded the opportunities for you to use our accounts to benefit your children or grandchildren.

The following is a summary of just a few of the many account products and services available to you at BCU that are addressed in our new Agreement. A summary of the key important changes to the Agreement that you should be aware of is on the reverse side of this notice. [These changes are effective July 15, 2009.](#) You can obtain a complete copy of the new Agreement from us at any time on our website or by contacting us and having us e-mail or mail you the new Agreement. Should you have any questions about a matter addressed in your and our new Agreement, please contact us during business hours at [800-388-7000](tel:800-388-7000).

New and Expanded Account Opportunities for You at BCU

Open an Account for Your Trust

You can easily open an account to hold the funds of your trust at BCU. Not only can we provide accounts for your revocable or irrevocable trusts, but if you so desire we can enter the full legal

name of the trust on the account indicate that the funds in the account are owned by your trust. We can also place your successor trustee or successor trustees on the account, and you as the trustee can conduct transactions on, use, change, and close the account just as easily as any other account you have at BCU. Visit or contact us anytime during business hours for full details.

Add Beneficiaries/POD Payees to Your Accounts with Ease

Add as many beneficiaries/POD payees as you need to your one owner or joint owner accounts quickly and easily to help you with your planning. Our new Agreement allows you to add as many beneficiaries/POD payees on your accounts as you wish.

Open Accounts for Your Children or Grandchildren

Parents, grandparents aunts and uncles, you can open and own an account to hold the funds of your children, grandchildren, nieces and nephews with our Uniform Transfers to Minors accounts. The account is a one owner account owned by you as a custodian, in which you as the account owner-custodian hold funds for the exclusive right and benefit of a child. Though dividends/interest paid to the account are/is reported under the child's name and Social Security Number, you as the custodian are the owner of the account on behalf of the child, and are the only person who is entitled to conduct transactions on the account, change, and close the account.

Additionally, you can open accounts with your children, or with your permission and guidance you can encourage your children to open and use accounts and related services at BCU. Visit or contact us anytime during business hours for full details.

Change Your Accounts with Ease

If you own an account by yourself you may change your account at any time simply by contacting us and completing a new Membership Application. If you own an account with another person anyone on the account may change the account at any time by contacting us and completing a new Membership Application, with the exception of ownership changes (which require all owners' consent). However, any owner may close an account by contacting us and following our close account procedures.

Call Us with Questions Anytime

At BCU, [we](#) are committed to providing you with the best account products and services possible both now and in the future. Should you have questions about a matter addressed in the Agreement, please contact us during business hours at [800-388-7000](tel:800-388-7000). Thank you again for being a member of BCU.

The new Agreement will be available after the effective date.

(See New Account Products, Services and Opportunities for Our Members on the other side.)