

Dear Member,

**A merger between Credit Union 1 and Great River Federal Credit Union has been approved**, and we look forward to welcoming you to our membership. Credit Union 1 has more than 65 years of experience helping individuals, families, businesses, and communities achieve financial success.

As a community-focused credit union with a nationwide presence, we are proud to offer our members modern banking technology, highly competitive rates on loans and deposit products, and dedicated member service online, over the phone, and in person. **CU1's priority is always our members**, and we innovate both by implementing technology that enhances your banking experience and by continually reviewing members' survey feedback and making changes that address real needs. CU1 is also deeply committed to forming roots in the communities where our members live, through community financial literacy workshops, volunteering, and donations. We look forward to amplifying the commitment to community that Great River Federal Credit Union has always demonstrated.



In this packet, you will find important disclosures and a fee schedule that Credit Union 1 shares for transparency, so you understand the terms and conditions of your accounts. These are standard disclosures, similar to those you would have received when you opened your accounts with Great River Federal Credit Union.

More information can be found on page 2.

**Change in Terms Notification:** We are providing the enclosed Membership Booklet (which includes the Membership and Account Agreement, Funds Availability Policy Disclosure, Electronic Funds Transfer Agreement and Disclosure, and Truth-in-Savings Disclosure), the Fee Schedule and Letter, Federal Privacy Policy, and a current Rate Schedule in accordance with the Change in Terms requirements of the Truth-in-Savings Act. In connection with the merger, some terms and conditions relating to your account(s), as well as certain fees and charges, may be different. Please take note that our Membership and Account Agreement contains a binding "Agreement to Mandatory Arbitration" and class-action waiver. Like all credit unions, Credit Union 1 is a not-for-profit organization owned by our members, and it benefits the membership as a whole to manage potential litigation costs by providing for arbitration as an alternative. Please retain and review these documents in their entirety as they will affect your accounts you will maintain with us post-merge.



To stay up to date, visit [cu1.com/grfcu](https://cu1.com/grfcu) or scan the QR code, which will be routinely updated with the latest merger information, answers to frequently asked questions, important dates and to-dos, upcoming member webinars, and more. You can also submit a question to our team and receive a call or email response within 2 business days.

As we welcome Great River Federal Credit Union to Credit Union 1, we are committed to providing premium service and developing a lifelong banking relationship with you. During this conversion, our primary goal is that you experience as little interruption to your services as possible. **Thank you for your continued support; we look forward to being your primary financial institution for years to come.**

Sincerely,

Todd R. Gunderson  
CEO/President



## Change in Terms

Conversion by Deposit Product – Effective 9/30/2025.

As part of the merger, your existing deposit account(s) will transition to new product(s) offered by Credit Union 1. The table below outlines how your current account(s) will change.

Please review the enclosed documents carefully, which include:

- Membership Agreement and Disclosures Booklet
  - Truth-in-Savings Disclosures
- Rate Sheet
  - Fee Schedule

These documents contain important information regarding rates, fees, terms, and conditions applicable to your new account(s). Changes will take effect on September 30, 2025. If you have any questions or need further assistance, please contact us at 800-252-6950.

Great River FCU Product (Current)	Credit Union 1 Product (New)
Premier Savings	High Yield Savings
Beneficiary IRA Savings	Savings IRA (Traditional)
Educational IRA Savings	Savings Education IRA
Money Fund	Money Market
Checking, College Checking, Organization Account Checking, and Rewards Checking	Free Checking
Premier Checking	High Yield Checking
Basic Checking (Second Chance)	2 <sup>nd</sup> Chance Checking
HSA Checking	HSA Checking
Health Savings Account	HSA Savings

If you are unsure of the official names of your current Great River products, please refer to your account statements where each product is defined.

If you're interested in exploring more of Credit Union 1 product offerings after the conversion, please visit [cu1.com](#).

# Health Savings Custodial Account

(Under section 223(a) of the Internal Revenue Code)

Form 5305-C (Rev. October 2016) Department of the Treasury, Internal Revenue Service. Do not file with the Internal Revenue Service.

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The Account Owner named on the HSA Application is establishing this Health Savings Account (HSA) exclusively for the purpose of paying or reimbursing Qualified Medical Expenses of the Account Owner, his or her spouse, and dependents. The Account Owner represents that unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a High Deductible Health Plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

The Account Owner has assigned to this Custodial Account the amount indicated on the Application. The Account Owner and the Custodian make the following Agreement:

## ARTICLE I

1. The Custodian will accept additional cash contributions for the tax year made by the Account Owner or on behalf of the Account Owner (by an employer, family member or any other person). No contributions will be accepted by the Custodian for any Account Owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
2. Contributions for any tax year may be made at any time before the deadline for filing the Account Owner's federal income tax return for that year (without extensions).
3. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this Agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
4. Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.
5. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

## ARTICLE II

1. For calendar year 2011, the maximum annual contribution limit for an Account Owner with single coverage is \$3,050. This amount increases to \$3,100 in 2012. For calendar year 2011, the maximum annual contribution limit for an Account Owner with family coverage is \$6,150. This amount increases to \$6,250 in 2012. These limits are subject to cost-of-living adjustments after 2012.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2009 and later years, an additional \$1,000 catch-up contribution may be made for an Account Owner who is at least age 55 or older and not enrolled in Medicare.
4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

## ARTICLE III

It is the responsibility of the Account Owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the Account Owner shall notify the Custodian that there exist excess contributions to the HSA. It is the responsibility of the Account Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

## ARTICLE IV

The Account Owner's interest in the balance in this Custodial Account is nonforfeitable.

## ARTICLE V

1. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the Account Owner nor the Custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975).

## ARTICLE VI

1. Distributions of funds from this HSA may be made upon the direction of the Account Owner.
2. Distributions from this HSA that are used exclusively to pay or reimburse Qualified Medical Expenses of the Account Owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for Qualified Medical Expenses are included in the Account Owner's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the Account Owner's death, disability, or reaching age 65.
3. The Custodian is not required to determine whether the distribution is for the payment or reimbursement of Qualified Medical Expenses. Only the Account Owner is responsible for substantiating that the distribution is for Qualified Medical Expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

## ARTICLE VII

If the Account Owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the Beneficiary is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the Beneficiary is not the Account Owner's spouse, the HSA will cease to be an HSA as of the date of death. If the Beneficiary is the Account Owner's estate, the fair market value of the account as of the date of death is taxable on the Account Owner's final return. For other Beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

## ARTICLE VIII

1. The Account Owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS.
2. The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

## ARTICLE IX

Notwithstanding any other article that may be added or incorporated in this Agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this Agreement that is inconsistent with section 223 or IRS published guidance will be void.

## ARTICLE X

This Agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear below.

## ARTICLE XI

### 1. Definitions.

**Account Owner.** Account Owner means the individual named as the HSA owner on the Application for whose benefit the HSA is established.

**Agreement.** Agreement means the Health Savings Custodial Account (IRS Form 5305-C), Application, Disclosure Statement, and accompanying documentation. The Agreement may be amended from time to time as provided in Article X.

**Application.** Application means the legal document that establishes this Health Savings Account (HSA) after acceptance by the Custodian by signing the Application. The information and statements contained in the Application are incorporated into this HSA Agreement.

**Authorized Agent.** Authorized Agent means the individual(s) appointed in writing by the Account Owner authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Account Owner.

**Beneficiary.** Beneficiary means the person(s) or entity(ies) the Account Owner designates in writing in a form and manner acceptable to the Custodian that will be entitled to receive the proceeds in the Custodial Account upon the death of the Account Owner.

**Code.** Code means the Internal Revenue Code.

**Custodial Account.** Custodial Account means the type of legal arrangement whereby the Custodian is a qualified financial institution that agrees to maintain the Custodial Account for the exclusive benefit of the Account Owner.

**Custodian.** A Custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

**High Deductible Health Plan (HDHP).** For calendar year 2021, an HDHP for self-only coverage has a minimum annual deductible of \$1,400 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$7,000. In 2022, the \$1,400 minimum annual deductible remains the same and the annual out-of-pocket maximum increases to \$7,050. For calendar year 2021, an HDHP for family coverage has a minimum annual deductible of \$2,800 and an annual out-of-pocket maximum of \$14,000. In 2022, the \$2,800 minimum annual deductible remains the same and the annual out-of-pocket maximum increases to \$14,100. These limits are subject to cost-of-living adjustments.

**Identifying Number.** The Account Owner's social security number will serve as the identification number of this HSA. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for HSAs.

**Qualified Medical Expenses.** Qualified Medical Expenses are amounts paid for medical care as defined in section 213(d) for the Account Owner, his or her spouse, or dependents (as defined in section 152) but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not Qualified Medical Expenses.

**Regulations.** Regulations mean the U.S. Treasury Regulations.

**Self-Only Coverage and Family Coverage Under an HDHP.** Family coverage means coverage that is not self-only coverage.

2. **Account Owner's Responsibilities.** All information that the Account Owner has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Account Owner will comply with all legal requirements governing this Agreement and assumes all responsibility for his or her actions including, but not limited to, eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement.

The Account Owner is responsible for determining the suitability of the High Deductible Health Plan associated with this HSA. The Account Owner agrees to indemnify and hold the Custodian harmless for any adverse consequences or losses incurred based on the representations, statements, actions or inactions of the insurance company or agent that sold the Account Owner the HDHP associated with this HSA.

The Account Owner will provide to the Custodian the information the Custodian believes appropriate to comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Account Owner will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules.

Subject to the policies and practices of the Custodian, the Account Owner may delegate certain responsibilities by appointing an Authorized Agent in writing in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Account Owner and proof of acceptance by the Authorized Agent, the Custodian may fully rely on instructions from the Authorized Agent as if the Custodian had received the instructions from the Account Owner.

3. **Contributions.** Except for certain rollovers and transfers, the Custodian will not accept contributions to the Custodial Account for any year that exceeds the maximum amounts permitted by law, as indexed each year.

The Custodian reserves the right not to permit distributions to be returned to the Custodial Account due to "mistake of fact." However, any acceptance of a return of a mistaken distribution by the Custodian will be based on relevant facts and circumstances, including the Account Owner's certification that there is clear and convincing evidence that the amounts were distributed from the HSA because of a mistake of fact due to reasonable causes, and whether the amounts are being returned by April 15 following the first year the Account Owner knew or should have known the distribution was a mistake. The Account Owner will indemnify and hold the Custodian harmless for any taxes, penalties, or losses incurred by his or her actions or inactions regarding a return of a mistaken distribution from the Custodial Account.

- 4. Investment Responsibilities.** All investment decisions are the sole responsibility of the Account Owner, and the Account Owner is responsible to direct the Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. Subject to the policies and practices of the Custodian, the Account Owner may delegate investment authority by appointing an Authorized Agent in writing in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Account Owner and proof of acceptance by the Authorized Agent, the Custodian will accept investment direction and may fully rely on those instructions as if the Custodian had received the instructions from the Account Owner.

The Custodian will determine the investments available within the Custodial Account. All transactions shall be subject to any and all restrictions that are imposed by the Custodian's charter, articles of incorporation, or bylaws; any and all applicable federal and state laws

and regulations; the rules, regulations, customs, and usages of any exchange, market, or clearing house where the transaction is executed; the Custodian's policies and practices; and this Agreement. The Custodian may change its investment options from time to time and the Account Owner may move his or her monies in the Custodial Account to different investments. Any investment changes within the Custodial Account are subject to the terms and conditions of the investments, including but not limited to minimum deposit requirements and early redemption penalties.

The Custodian will not provide any investment direction, suitability recommendations, tax advice, or any other investment guidance. Further, the Custodian has no duty to question the investment directions provided by the Account Owner or any issues relating to the management of the Custodial Account. The Account Owner will indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation regarding the investments within the Custodial Account where the Custodian is named as a necessary party.

The Custodian will promptly execute investment instructions received from the Account Owner if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Account Owner are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Account Owner. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Account Owner will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Account Owner or Authorized Agent.

The Account Owner will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles or life insurance contracts, or engage in a prohibited transaction under Code Section 4975.

- 5. Beneficiary Designation.** The Account Owner may designate any person(s) or entity(ies) as primary and contingent Beneficiaries by completing a written designation in a form and manner acceptable to the Custodian, filed with the Custodian during the Account Owner's lifetime. Unless otherwise indicated, all subsequent Beneficiary designations revoke all prior designations.

If the Account Owner is married and subject to the marital or community property laws that require the consent of the Account Owner's spouse to name a Beneficiary other than or in addition to such spouse, the Account Owner understands that he or she is responsible for any and all tax and legal ramifications and he or she should consult a competent tax and/or legal advisor before making such designation.

Upon the Account Owner's death, if the primary designated Beneficiary is the Account Owner's surviving spouse, the Custodial Account becomes the Custodial Account of such surviving spouse. If the primary designated Beneficiary is someone other than a surviving spouse, the Custodial Account ceases to be an HSA as of the date of death and the fair market value of the assets in the Custodial Account as of the date of death are includible in such person's gross income for the year of the Account Owner's death. If no primary Beneficiaries survive the Account Owner, the Custodial Account will be paid to surviving contingent Beneficiaries in equal shares unless indicated otherwise. If no primary or contingent Beneficiaries survive the Account Owner or if the Account Owner fails to designate Beneficiaries during his or her lifetime, the Custodial Account becomes the Custodial Account of the Account Owner's spouse. If no such legal spouse shall survive the Account Owner, then the Custodial Account will be paid to the Account Owner's estate and the fair market value of the Custodial Account will be included on the final tax return filed for the Account Owner's estate.

No payment will be made to any Beneficiary until the Custodian receives appropriate evidence of the Account Owner's death as determined by the Custodian.

If a Beneficiary is a minor, the Custodian is relieved of all of its obligations as Custodian by paying the Custodial Account to the minor's parent or legal guardian upon receiving written instructions from such parent or legal guardian.



The Account Owner represents and warrants that all Beneficiary designations meet the applicable laws. The Custodian will exercise good faith in distributing the Custodial Account consistent with the Beneficiary designation. The Account Owner, for the Account Owner and the heirs, Beneficiaries and estate of the Account Owner agrees to indemnify and hold the Custodian harmless against any and all claims, liabilities and expenses resulting from the Custodian's payment of the Custodial Account in accordance with such Beneficiary designation and the terms of the Agreement.

6. **Distributions.** The Account Owner may request distributions from the Custodial Account in a form and manner acceptable to the Custodian. The Custodian is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to perform its administrative and legal reporting obligations. Required information includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity. The Custodian will not be liable for and the Account Owner will indemnify and hold the Custodian harmless for any adverse consequences and/or penalties resulting from the Account Owner's actions or inactions regarding distributions

from the Custodial Account, including whether the distributions are used to pay for Qualified Medical Expenses. The Custodian reserves the right to reasonably restrict the distribution frequency, and the distribution amounts from the Custodial Account.

7. **Amendments and Termination.** The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to the Account Owner at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Account Owner. At the Account Owner's discretion, the Account Owner may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian.

The Account Owner may terminate this Agreement at any time by providing a written notice of such termination to the Custodian in a form and manner acceptable to the Custodian. As of the date of the termination notice, the Custodian will no longer accept additional deposits under the Agreement. Upon receiving a termination notice, the Custodian will continue to hold the assets and act upon the provisions within the Agreement until the Account Owner provides additional instructions. If no instructions are provided by the Account Owner to the Custodian within 30 days of the termination notice, and unless the Custodian and Account Owner agree in writing otherwise, the Custodian will distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Account Owner. The Custodian shall not be liable for any losses for any actions or inactions of any successor trustee or custodian.

The Custodian may resign at any time by providing 30 days written notice to the Account Owner. Upon receiving such written notice, the Account Owner will appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgement from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed or no distribution instructions are provided by the Account Owner, the Custodian may, at its own discretion, select a successor trustee or custodian and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Account Owner. The Custodian shall not be liable for any losses for any actions or inactions of any successor trustee or custodian.

By establishing a health savings account with the Custodian, you agree that you will substitute another custodian or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

8. **Instructions, Changes of Addresses and Notices.** The Account Owner is responsible to provide any instructions, notices, or changes of address in writing to the Custodian. Such communications will be effective upon actual receipt by the Custodian unless otherwise indicated in writing by the Account Owner. Any notices required to be sent to the Account Owner by the Custodian will be sent to the last address on file with the Custodian and are effective when mailed unless otherwise indicated by the Custodian. If authorized by the Custodian and provided by the Account Owner in the Application, Account Agreement or other documentation deemed acceptable to the Custodian, an electronic address is an acceptable address to provide and receive such communications.
9. **Fees and Charges.** The Custodian reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Account Owner 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees



may be paid separately outside of the Custodial Account. If the Custodian offers investments other than depository products, the Account Owner recognizes that the Custodian may receive compensation from other parties. The Account Owner agrees to pay the Custodian a reasonable charge for distribution from, transfers from, and terminations of this HSA. The Account Owner agrees to pay any expenses incurred by the Custodian in the performance of its duties in connection with this Agreement. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind that may be levied or assessed with respect to such Custodial Account. The Account Owner shall be responsible for any deficiency. If for any reason the Custodian is not certain as to who is entitled to receive all or part of the HSA, the Custodian reserves the right to withhold any payment from the HSA, to request a court ruling to determine the disposition of the HSA assets, and to charge the HSA for any expenses incurred in obtaining such legal determination.

- 10. Transfers and Rollovers.** The Custodian may accept transfers and rollovers from other eligible plans. The Account Owner represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Custodial Account. The Custodian will duly act on written instructions from the Account Owner received in a form and manner acceptable to the Custodian to transfer the HSA to a successor trustee or custodian. The Custodian is not liable for any actions or

inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

**11. Miscellaneous.**

**Account Owner's Age.** The Custodian will track the Account Owner's age and will rely on the information provided by the Account Owner.

**Employer Contributions.** The Custodian is not responsible for monitoring employer contributions or notifying the Account Owner of any employer contributions to the HSA. The Account Owner is responsible for contacting his or her employer regarding matters relating to employer contributions and agrees to indemnify and hold the Custodian harmless for any costs, penalties, expenses, or losses as a result of the employer's failure to make contributions to or to properly determine comparable employee contributions for the Account Owner's HSA.

**Reliance and Responsibilities.** The Account Owner acknowledges that he or she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, regulations and rules associated with this Agreement. Further, the Account Owner acknowledges and understands that the Custodian will act solely as an agent for the Account Owner and bears no fiduciary responsibility. The Custodian will rely on the information provided by the Account Owner and has no duty to question or independently verify or investigate any such information. The Account Owner will indemnify and hold the Custodian harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Custodian.

**Custodian Acquired/Merged.** If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or custodian that institution will automatically become the trustee or custodian of this HSA unless otherwise indicated.

**Maintenance of Records.** The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Account Owner regarding reporting is to furnish the IRS mandated reports as required in Article VIII of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Account Owner. The Account Owner approves any report furnished by the Custodian unless within 60 days of receiving the report, the Account Owner notifies the Custodian in writing of any discrepancies. Upon receipt of such notice, the Custodian's responsibility is to investigate the request and make any corrections or adjustments accordingly.

**Exclusive Benefit.** The Custodial Account is maintained for the exclusive benefit of the Account Owner. To the extent permitted by law, no creditors of the Account Owner may at any time execute any lien, levy, assignment, attachment or garnishment on any of the assets in the Custodial Account.

**Minimum Values.** The Custodian reserves the right to establish HSA, deposit and/or withdrawal minimums. The Custodian may resign or charge additional fees if the minimums are not met.

**Other Providers.** At its discretion, the Custodian may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly. The Custodian may release nonpublic personal information regarding your HSA to such providers as necessary to provide the products and services made available under this Agreement.

**Agreement.** This Agreement and all amendments are subject to all state and federal laws. The laws of the Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.

**Severability.** If any part of this Agreement is invalid or in conflict with applicable law or Regulations, the remaining portions of the Agreement will remain valid.

## GENERAL INSTRUCTIONS

*Section references are to the Internal Revenue Code unless otherwise noted.*

**Purpose of Form.** Form 5305-C is a model Custodial Account Agreement that has been approved by the IRS. An HSA is established after the form is fully executed by both the Account Owner and the Custodian. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the Account Owner.

**Do not** Form 5305-C with the IRS. Instead, keep it with your records. For more information on HSAs, see Notice 2004-2, 2004-2 I.R.B. 269, Notice 2004-50, 2004-33 I.R.B. 196, Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*, and other IRS published guidance.

## **SPECIAL INSTRUCTIONS**

**Article XI.** Article XI and any that follow it may incorporate additional provisions that are agreed to by the Account Owner and Custodian. The additional provisions may include, for example, definitions, restrictions on rollover contributions from HSAs or Archer MSAs (requiring a rollover not later than 60 days after receipt of a distribution and limited to one rollover during a one-year period), investment powers, voting rights, exculpatory provisions, amendment and termination, removal of custodian, custodian's fees, state law requirements, treatment of excess contributions, distribution procedures (including frequency or minimum dollar amount), use of debit, credit, or stored-value cards, return of mistaken distributions, and descriptions of prohibited transactions.

# Health Savings Custodial Account Disclosure Statement

(Used with Form 5305-C)

This Disclosure Statement provides a general review of the terms, conditions and federal laws associated with your Health Savings Account (HSA). It is not intended to replace the advice of your own tax and legal advisors. You are encouraged to consult with your tax advisor and/or state taxing authorities concerning any tax and/or compliance questions. You are responsible for complying with the laws that apply to your HSA. The HSA Custodian does not act as your advisor. In addition to the transactions outlined in this Health Savings Account Disclosure Statement, the federal government may authorize permissible transactions from time to time. Unless expressly prohibited by the Custodian's policies, such additional federally authorized transactions are hereby incorporated by this reference.

Additional information on HSAs may be found in several IRS sources including IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*; IRS Publication 502, *Medical and Dental Expenses*; IRS Notice 2004-2, Notice 2004-50 and Notice 2007-22.

## GENERAL INFORMATION

### What is an HSA?

An HSA is a savings product that offers you a different way to pay for health care. HSAs are established in conjunction with a High Deductible Health Plan (HDHP) and enable you to pay qualifying medical expenses for yourself, your spouse and your dependents on a tax-free basis.

In general, insurance premiums on an HDHP will be substantially lower than premiums paid for traditional health care coverage. By investing the premium savings in an HSA, you may accumulate significant savings that you own and control and that may be used to pay for current and future qualifying medical expenses.

### What are Qualified Medical Expenses?

Qualified Medical Expenses are those incurred by you, your spouse and your dependents that would generally be eligible to deduct if you itemized deductions on your tax return. IRS Publication 502, *Medical and Dental Expenses*, further explains what expenses qualify. For expenses to be qualified, they must be incurred after you establish an HSA and must not be covered by insurance or otherwise.

### Who is an HSA eligible individual for purposes of HSA contribution eligibility?

Contribution eligibility is determined on the first day of each month. To be an eligible individual for HSA contributions you must meet the following criteria.

**HDHP**-You must be covered under an HDHP that meets certain requirements concerning the deductible and out-of-pocket expenses.

**No other coverage**-You may not be covered under an insurance plan that is not an HDHP (with certain exceptions for plans providing certain limited types of coverage).

**Not enrolled in Medicare**-You may not be enrolled in Medicare.

**Not claimed as a dependent**-You may not be eligible to be claimed as a

dependent on someone else's tax return.

If you are not an eligible individual for all 12 months of a year, the annual contribution limit may be prorated. For assistance in determining your eligible contribution amount, consult your tax advisor.

### What is a High Deductible Health Plan (HDHP)?

Generally, an HDHP is a health plan often referred to as a "catastrophic" health insurance plan. As compared to traditional health insurance coverage, the premiums for an HDHP are less expensive, and the HDHP will not generally pay for health care expenses until the deductible is satisfied. Once the deductible is satisfied, the plan will generally cover the medical expenses.

For purposes of determining contribution eligibility for an HSA, an HDHP must satisfy certain requirements regarding deductibles and out-of-pocket expenses. There are two types of HDHPs for purposes of determining HSA contribution eligibility.

**HDHP Self-Only Coverage**-Self-only coverage is an HDHP that covers only one eligible individual. For calendar year 2021, the annual deductible must be at least \$1,400 and annual out-of-pocket expenses required to be paid (deductibles, co-payments, and other amounts, excluding premiums) may not exceed \$7,000. For calendar year 2022, the annual deductible must be at least \$1,400 and annual out-of-pocket expenses required to be paid (deductibles, co-payments, and other amounts, excluding premiums) may not exceed \$7,050. These amounts are adjusted for cost-of-living increases.

**HDHP Family Coverage**-Family coverage is an HDHP that covers one eligible individual and at least one other person (even if the other person is not eligible for an HSA). For calendar year 2021, the annual deductible must be at least \$2,800 and annual out-of-pocket expenses (deductibles, co-payments and other amounts, excluding premiums) required to be paid may not exceed \$14,000. For calendar year 2022, the annual deductible must be at least \$2,800 and annual out-of-pocket expenses (deductibles, co-payments, and other amounts, excluding premiums) required to be paid may not exceed \$14,100. These amounts are adjusted for cost-of-living increases.

Note, a plan does not fail to qualify as an HDHP merely because it does not have a deductible (or has a small deductible) for preventive care.

### In addition to HDHP coverage, what other types of health coverage may an individual have and remain eligible for an HSA?

In addition to an HDHP, you may be covered by permitted insurance. Permitted insurance is insurance where substantially all of the coverage provided relates to liabilities incurred under workers' compensation laws, tort liabilities, liabilities relating to ownership or use of property (e.g., automobile insurance), insurance for a specified disease or illness, and insurance that pays a fixed amount per day (or other period) of hospitalization. In addition, you may have coverage for accidents, disability, dental care, vision care, long-term care or other coverage types as allowed

under the Internal Revenue Code and Regulations.

### **How many HSAs may an individual have?**

There is no limit on the number of HSAs you may have. However, contributions made to all your HSAs (and Archer Medical Savings Accounts (MSAs)) for any tax year may not exceed your contribution limit.

## **CONTRIBUTIONS**

### **Who may make contributions to HSAs?**

Contributions to your HSA may be made by you, your employer, or any other person. The total amount for the year from all sources may not exceed your annual contribution limit.

### **Are there any compensation or income requirements that affect how much may be contributed to an HSA?**

No. Eligibility for an HSA does not depend on your earnings.

### **How must contributions be made?**

Except for certain rollovers and transfers, all contributions must be made in the form of money (e.g., cash, check or money order).

### **What is the contribution limit for individuals whose HDHP is self-only coverage?**

The maximum annual contribution limit for an individual with self-only coverage is \$3,600 for tax year 2021 and \$3,650 for tax year 2022 with possible cost-of-living adjustments for later years. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For example, if the individual is an eligible individual for only three months of the year, the annual limit is multiplied by 3/12 to determine the prorated maximum contribution amount for that partial year. For more information about prorated contributions for partial year eligibility, please see "When is the maximum annual contribution limit not prorated for partial year eligibility?" below.

### **What is the contribution limit for individuals whose HDHP is family coverage?**

The maximum annual contribution limit for an individual with family coverage is \$7,200 for 2021 and \$7,300 for tax year 2022 with possible cost-of-living adjustments for later years. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For example, if the individual was an eligible individual for only three months of the year, the annual limit is multiplied by 3/12 to determine the prorated maximum contribution amount for that partial year. For more information about prorated contributions for partial year eligibility, please see "When is the maximum annual contribution limit not prorated for partial year eligibility?" below.

### **Are additional contributions permitted for individuals age 55 and older?**

Yes, in addition to the annual contribution limit, additional "catch up" contributions are permitted if the individual is age 55 (or older) before the close of the tax year. The additional amount is \$1,000. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For more information about prorated contributions for partial year eligibility, please see "When is the maximum annual contribution limit not prorated for partial year eligibility?" below.

### **When is the maximum annual contribution limit not prorated for partial year eligibility?**

An individual who is an HSA eligible individual as of the last month of a year will be treated as eligible so long as the individual remains HSA eligible for the "testing period". The "testing period" begins with the last month of the year in which the individual first becomes HSA eligible and runs for a full 12 months. For example, if an individual is HSA eligible in December 2021 that individual is treated as an HSA eligible individual for all of 2021 for purposes of HSA contribution limits if that individual remains eligible through December 31, 2022.

If the individual does not remain HSA eligible during the "testing period", the individual may be subject to tax and penalty on the amount that could not have been made but for this "testing period" rule.

### **May both spouses of a married couple contribute to an HSA?**

Yes, if they are both eligible for an HSA, however, special contribution limits may apply.

### **How do contributions to Archer Medical Savings Accounts (MSAs) affect HSA contributions?**

Any contributions made to an Archer MSA reduce the contribution limit permitted to your HSA for the year.

### **How do qualified HSA funding distributions from Traditional and Roth IRAs affect HSA contributions?**

Qualified HSA funding distributions (distributions from IRAs which are contributed as a direct trustee-to-trustee transfers to HSAs) made by the HSA Owner are taken into account in applying the annual limit for HSA contributions. For additional information on qualified HSA funding distributions, please see "May Traditional and Roth IRAs be directly transferred to HSAs?" below.

### **When is the deadline for making HSA contributions?**

Contributions may be made to your HSA during the tax year and up until the due date for filing your federal income tax return, not including extensions. For most people, the tax return due date is April 15.

### **Are prior year contributions allowed?**

If you make a contribution between January 1 and April 15, tell the Custodian which tax year the contribution is for. If you do not indicate otherwise, the Custodian will report it to the IRS as a current year contribution (the year received).

### **May HSA contributions be made after age 65?**

At age 65, individuals are generally entitled to enroll in Medicare. Individuals who enroll in Medicare are no longer eligible to make HSA contributions. However, any person age 65 or older who is not actually enrolled in Medicare, and otherwise eligible to contribute to an HSA, may contribute to an HSA until the month he or she is enrolled in Medicare.

### **May self-employed individuals contribute to an HSA?**

Yes, providing the HSA contribution eligibility requirements are met. Contributions are made with after-tax dollars and the amounts are deducted as "above the line" deductions when filing federal income taxes.

### **What if more than the allowable contribution amount is contributed to an HSA for a year?**

The amount exceeding your allowable limit for a year is an excess contribution and must be removed by your tax return deadline (including extensions) along with the net income attributable to such excess contribution. Failure to remove the excess and earnings by your tax return

deadline (including extensions) will subject you to a 6% penalty tax for each year the excess remains in your HSA. For assistance in determining the net income attributable to your excess HSA contribution, consult your tax advisor and/or Treasury Regulation 1.408-11.

#### **How are HSA contributions reported?**

Employer contributions made to your HSA are reported on your Form W-2. The Custodian reports HSA contributions to the IRS on Form 5498-SA. You report all HSA contributions on IRS Form 8889, *Health Savings Accounts (HSAs)*, when you file your federal income taxes.

### **EMPLOYER CONTRIBUTIONS**

#### **May an employer make HSA contributions for eligible employees?**

Yes. However, contributions from all sources must be aggregated and may not exceed your annual contribution limit. Amounts exceeding the allowable limit may be an excess contribution and subject to penalties if not properly removed.

#### **How do employer HSA contributions affect an employee's taxable income?**

Employer contributions to your HSA are excluded from your income. The employer HSA contributions are not subject to income tax withholding, or subject to the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA) or the Railroad Retirement Tax Act.

### **HSA DEDUCTIBILITY**

#### **Are HSA contributions tax deductible?**

Yes, all contributions made to your HSA (except those, if any, made by your employer) are "above the line" tax deductions. An "above the line" deduction reduces your taxable income by the HSA contribution amount. You do not need to itemize deductions to benefit from the tax deduction. Note you may not deduct any HSA contributions made by your employer.

### **TRANSFERS AND ROLLOVERS**

#### **May HSAs receive rollovers from other HSAs or MSAs?**

Your HSA Custodian may permit you to roll amounts withdrawn from another HSA or Archer MSA into this HSA provided such amounts are rolled over within 60 days of the distribution. Rollovers are not subject to the annual contribution limits. Both the distribution and the rollover deposit are reported to the IRS. However, a rollover is a tax-free transaction when done properly. Only one distribution from an HSA or MSA may be rolled over within a 12-month period.

#### **May HSAs be directly transferred from one trustee/custodian to another trustee/custodian?**

Your HSA Custodian may permit you to directly transfer all or a portion of another HSA or from your Archer MSA into this HSA. The direct transfer of assets from an HSA or Archer MSA to an HSA is not subject to the annual contribution limits and federal law does not limit the number of these transactions you may make during any year. A direct transfer is tax free and not reportable to the IRS.

#### **May IRAs be directly transferred to HSAs?**

Your HSA Custodian may permit you to do a tax-free transfer of Traditional and Roth IRA assets to this HSA. This transfer, also known as a qualified HSA funding distribution, is subject to HSA contribution limits. You must

irrevocably elect to treat such distribution as a qualified HSA funding distribution. Generally, you are limited to one qualified HSA funding distribution from any of your Traditional or Roth IRAs during your lifetime. If you do not remain HSA eligible during the applicable "testing period" as defined under the Internal Revenue Code, the amount of the qualified HSA funding distribution may be subject to tax and penalty. For assistance in determining to what extent you may be eligible to make a qualified HSA funding distribution, consult your tax advisor. Note, qualified HSA funding distributions may be made from a SEP IRA or SIMPLE IRA so long as the SEP IRA or SIMPLE IRA is not treated as an ongoing SEP IRA or an ongoing SIMPLE IRA. For this purpose, a SEP IRA or SIMPLE IRA is treated as ongoing if an employer contribution is made for the plan year ending with or within the IRA owner's taxable year in which the qualified HSA funding distribution would be made.

#### **Can HSAs be transferred as part of a valid divorce decree?**

Yes, under a valid divorce decree or separate maintenance decree, or a written document incident to such a decree, all or part of your HSA may be transferred to your ex-spouse or you may receive all or part of your ex-spouse's HSA.

### **DISTRIBUTIONS**

#### **What is the tax treatment of an HSA distribution used to pay qualifying medical expenses?**

All earnings in the HSA are tax-deferred until distributed. Distributions from your HSA used to pay qualifying medical expenses are tax free.

#### **When may distributions be taken from an HSA?**

The money in your HSA is always yours and you may withdraw it at any time. However, any amounts not used to pay qualifying medical expenses are subject to income tax and an additional 20% IRS penalty (unless the distribution is on account of death, disability or made after reaching age 65 or older). In addition, the Custodian may charge you distribution fees and, if you prematurely surrender time deposit(s), loss of earnings penalties.

The HSA may be used to cover those medical expenses that the HDHP does not cover (excluding the premiums for most HDHPs). Note, however, you are not required to take distributions from your HSA to cover those uncovered medical costs.

#### **Is there a deadline for reimbursing current year medical expenses from an HSA?**

No. So long as the medical expenses were incurred after you established an HSA, there is no time limit on when you must take a distribution from your HSA to reimburse Qualified Medical Expenses. You will want to make sure you keep proper records to show the distributions were used to reimburse Qualified Medical Expenses, that the expenses were not reimbursed by another source and that the medical expenses were not taken as an itemized tax deduction on a prior year's tax return.

#### **Are HSA distributions used to pay premiums for the HDHP considered qualified distributions?**

Distributions from an HSA to pay for HDHP premiums are generally not qualified distributions, however, an exception exists for certain HSA owners over age 65.

#### **What happens when the HSA owner dies?**

When you die, if the primary designated beneficiary is your surviving

spouse, your HSA becomes an HSA of your surviving spouse. If the primary designated beneficiary is someone other than your surviving spouse, the HSA ceases to be an HSA as of the date of your death and the fair market value of the assets in the HSA as of the date of your death are includable in such person's gross income for the year of your death. If you do not designate any beneficiaries for your HSA, your surviving spouse will be treated as your beneficiary. If you do not have a surviving spouse, your HSA will be paid to your estate and the fair market value of your HSA as of your date of your death is includable as income on your final tax return.

#### **How are HSA distributions reported?**

The Custodian reports distributions from your HSA to the IRS on Form 1099-SA. You also report them on IRS Form 8889, *Health Savings Accounts (HSAs)*, when you file your federal income taxes.

#### **What is a prohibited transaction?**

If you engage in a prohibited transaction with your HSA, the HSA will be disqualified and the entire HSA value (on the first day of the year in which the prohibited transaction occurs) is includable in income. This amount is also subject to an additional 10% IRS penalty unless an exception applies due to the HSA owner's death, disability or attainment of age 65 or older. Prohibited transactions are defined in Internal Revenue Code Section 4975. Examples include borrowing money from the HSA, selling property to the HSA, receiving unreasonable compensation for managing the HSA, or buying property with HSA funds for your personal use.

#### **May an HSA be used as security for a loan?**

No. If you pledge all or part of your HSA as security for a loan, the amount pledged is treated as a distribution and is includable in income. This amount is also subject to an additional 10% IRS penalty unless an exception applies due to the HSA owner's death, disability or attainment of age 65 or older.

### **MISCELLANEOUS**

**Nonforfeitable.** Your interest in your HSA is nonforfeitable at all times.

**Custodian.** The Custodian of your HSA must be a bank, savings and loan association or credit union as defined in Internal Revenue Code (IRC) section 408(n), a life insurance company as defined in IRC section 816, or another person or entity that has been approved as a nonbank custodian by the Treasury Department.

**Investment Restrictions.** Money in your HSA may not be used to buy a life insurance policy or invested in collectibles. However, certain gold, silver and platinum coins, bullion and coins issued under state laws are allowable investments.

**No Commingling.** Assets in your HSA may not be combined with other property, except in a common trust fund or common investment fund.

**Beneficiary Designation.** You may designate a beneficiary for your HSA by completing a written designation in a form and manner acceptable to the Custodian. If you do not designate a beneficiary, your surviving spouse will be treated as your beneficiary. If you do not have a surviving spouse, your HSA will be paid to your estate when you die.

**Tax Filing.** You are responsible for filing the applicable IRS forms to report certain activities, taxable income and/or penalties associated with your HSA.

**IRS Form.** This HSA uses the precise language of IRS Form 5305-C and is therefore treated as approved by the IRS. Additional language has been included as permitted by such form. The IRS approval represents a determination as to form and not to the merits of the account.



# MEMBERSHIP AGREEMENT AND DISCLOSURES

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Membership and Account Agreement  
Funds Availability Policy Disclosure  
Electronic Fund Transfers Agreement & Disclosure  
Truth-in-Savings Disclosure

## Credit Union 1

450 E. 22nd St., Ste 250 • Lombard, IL 60148  
creditunion1.org • 800.252.6950



# MEMBERSHIP AND ACCOUNT AGREEMENT

As used in this Membership and Account Agreement ("Agreement"), the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), members of Credit Union 1, joint account owners, and agent of members. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union. Debit card accounts are checking accounts and all references to debit card accounts at the Credit Union are governed by the terms and conditions provided for checking accounts. This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Credit Union 1 providing this Agreement (Credit Union).

READ THE FOLLOWING CAREFULLY: TAKE NOTICE THAT THIS AGREEMENT CONTAINS A BINDING "AGREEMENT TO MANDATORY ARBITRATION" IN SECTION 42. READ SECTION 42 VERY CAREFULLY! THE AGREEMENT TO MANDATORY ARBITRATION IN SECTION 42 AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT, YOUR MEMBERSHIP IN CREDIT UNION 1, AND ANY ACCOUNT, PRODUCT, LOAN, OR SERVICE YOU HAVE OR HAVE HAD WITH CREDIT UNION 1 (THIS INCLUDES ANY OF THE FOREGOING YOU HAVE OR HAD WITH ANY INSTITUTION THAT HAS MERGED WITH OR BEEN ACQUIRED BY CREDIT UNION 1). AMONG ITS OTHER REQUIREMENTS, SECTION 42 WAIVES CERTAIN IMPORTANT RIGHTS AMONG WHICH ARE THE FOLLOWING:

A. YOUR RIGHT TO BRING, FILE, OR COMMENCE, OR PARTICIPATE AS A PARTY IN, MOST ACTIONS, LAWSUITS, OR OTHER JUDICIAL PROCEEDINGS, WHETHER BEFORE A JURY OR BEFORE A JUDGE ALONE, INVOLVING ANY DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER IN CONTRACT, TORT, OR EQUITY, OR UNDER A STATUTE, RULE OR REGULATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR MEMBERSHIP IN CREDIT UNION 1, AND ANY ACCOUNT, PRODUCT, LOAN OR SERVICE YOU HAVE OR HAVE HAD WITH CREDIT UNION 1; AND

B. YOUR RIGHT TO BRING, FILE OF COMMENCE, OR PARTICIPATE AS A PARTY IN, A CLASS ACTION, A CLASS ARBITRATION, A REPRESENTATIVE ACTION, A REPRESENTATIVE ARBITRATION, A COLLECTIVE ACTION, A COLLECTIVE ARBITRATION, OR A PRIVATE ATTORNEY GENERAL ACTION INVOLVING ANY DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER IN CONTRACT, TORT, OR EQUITY, OR UNDER A STATUTE, RULE, OR REGULATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR MEMBERSHIP IN CREDIT UNION 1, AND ANY ACCOUNT, PRODUCT, LOAN, OR SERVICE YOU HAVE OR HAVE HAD WITH CREDIT UNION 1.

RIGHT TO REJECT AGREEMENT TO MANDATORY ARBITRATION. You have the right to opt out of the Agreement to Mandatory Arbitration provision if you mail us notice of your election to opt-out within 30 days of the date of opening your membership with us. To opt out, send us your written notice to the following address: Credit Union 1, Attn: Chief Legal Officer, 450 E. 22<sup>nd</sup> Street, Suite 250, Lombard, IL 60148. Otherwise, the Agreement to Mandatory Arbitration will apply without limitation.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Notice and Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time that collectively govern your membership, accounts and services.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**1. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws. You authorize Credit Union 1 to obtain copies of your consumer reports now and in the future, in order to determine eligibility for membership, products and services offered by or through Credit Union 1, regardless of whether or not you have applied for the product or service.

**2. INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

**3. JOINT ACCOUNTS** - A joint account is an account owned by two or more persons.

**a. Rights of Survivorship.** Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**b. Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

**c. Joint Account Owner Liability.** If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

**4. POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

**5. ACCOUNTS FOR MINORS** - If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have any access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

**6. UNIFORM TRANSFERS TO MINORS ACCOUNT** - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals. The account will terminate and be distributed in accordance with applicable law.

**7. AGENCY DESIGNATION ON AN ACCOUNT** - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

**8. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

**b. Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**d. Final Payment.** All checks, drafts, automated clearing house (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

**e. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document or process. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**f. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

## **9. ACCOUNT ACCESS**

**a. Authorized Signature.** Your signature on the Account Card, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number, even if you do not authorize a particular transaction.

**b. Access Options.** You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a

check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable or has been revoked.

**c. Credit Union Examination.** We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**10. FUNDS TRANSFERS** - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code (UCC), such as wire transfers, will be subject to such provisions of the UCC as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha Operating Rules. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**11. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Fee Schedule. We may change the Truth-in-Savings Disclosure or Fee Schedule at any time and will notify you as required by law.

## **12. TRANSACTION LIMITATIONS**

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals. We may require prior notice for large cash withdrawals. We may refuse an order to withdraw funds in cash or to cash an item if we believe that the request is a security risk or possesses a hardship on us. We may require you to accept an Official Check or electronic transfer to receive the requested funds. If we agree to allow a large cash withdrawal, you may be required to employ a courier service acceptable to us and at your own risk and expense. If a large cash withdrawal is completed at a branch you may be required to sign a cash withdrawal agreement. Refusal to sign the agreement is grounds for us to revoke the cash withdrawal and require alternative means of withdrawal or alternate means of delivery of the funds.

**b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

**13. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

#### **14. OVERDRAFTS**

**a. Payment of Overdrafts.** If, on any day, the available balance in your checking account is not sufficient to pay the full amount of a check, draft, transaction, or other item posted to your checking account, plus any applicable fee ("overdraft"), we may pay or return the overdraft. The Credit Union's determination of an insufficient available checking account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the checking account required. We do not have to notify you if your checking account does not have a sufficient available balance in order to pay an overdraft. Please refer to the Credit Union's Overdraft Payment Policy Disclosure, which includes the Important Disclosure Regarding How Overdraft Fees Are Incurred in Relation To Your Account Balance. Your checking account may be subject to a fee for each overdraft regardless of whether we pay or return the overdraft. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection in order for the transaction amount to be covered. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection, Credit Union's Fee Schedule, and the Credit Union's Overdraft Payment Policy Disclosure.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your checking account, you agree to pay the overdrawn amount, in accordance with your overdraft protection plan or, if you do not have such a plan with us, in accordance with our Overdraft Payment Policy Disclosure.

**b. Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your checking account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your checking account may affect the total amount of overdraft fees that may be charged to your checking account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

**15. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account(s), we will have no liability for such payment.

#### **16. STOP PAYMENT ORDERS**

**a. Stop Payment Order Request.** Any owner may request a stop payment order on a check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

**b. Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

**c. Liability.** Although payment of a check or draft may be stopped, you may remain liable to any holder of the check or draft, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of a check or draft contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay a check or draft, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of a check or draft as a result of incorrect information provided by you.

**d. Items Subject to Other Rules.** For cashier's checks, teller's checks, or certified checks that have been lost, destroyed, or stolen, refer to provisions elsewhere in this Agreement which describe the claims process for recovering the amount of such a check. For preauthorized debit transactions, which are governed by Regulation E, refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on such transactions.

**17. LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS, TELLER'S CHECKS, OR CERTIFIED CHECKS** - Generally, you cannot place a stop payment on a cashier's check, teller's check, or certified check that has been lost, destroyed, or stolen because the law treats these types of checks differently than ordinary checks. However, you may be able to assert a claim for the amount of the check. Article 3 of the UCC as adopted by the state in which we are located controls your and our rights and obligations with respect to these types of checks. Please contact us regarding the specific procedures for submitting a claim for a lost, destroyed, or stolen cashier's check, teller's check, or certified check.

**18. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; (4) we follow your instructions; or (5) your account funds are subject to legal process or other claim. We will not be liable for indirect, special, or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damage, except liability for wrongful dishonor. If we fail to stop payment on an item, or pay an item bearing an unauthorized signature, forged signature, or forged endorsement or alteration, our liability, if any, will be limited to the face amount of the item. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices.

followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

**19. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. We may require you to provide identification upon presenting check(s).

**20. REMOTELY CREATED CHECKS OR DRAFTS** - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

**21. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. We may refuse to allow withdrawals while you have any outstanding obligation to the credit union. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. State law gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation you have with the credit union. We may exercise our statutory lien rights without further notice to you.

**Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe, except as limited by federal or state law.** We are authorized to exercise our right of offset, statutory lien rights and security interest against any funds credited to your account(s) and even after your death. Any payable on death payees' rights are subject to our right of offset, statutory lien rights and our security interest. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations you owe, we do not waive our right to enforce these rights at a later time.

**22. LEGAL PROCESS** - If any legal action is brought against your account, you authorize us to comply with it and we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. We do not have to determine whether the legal process was validly issued or enforceable. If a hold is in effect, we will continue to charge any applicable fees even though the account cannot be accessed. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our statutory lien and security interest.

**23. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

## **24. NOTICES**

**a. Name or Address Changes.** You are responsible for notifying us of any name, email or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name, email and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Fee Schedule.

**b. Notice of Amendments.** Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, new terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

**d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**25. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

## **26. STATEMENTS**

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments

or transactions, or other discrepancies that are reflected on your statement within thirty-three (33) days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

**c. Notice to Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

**d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

**27. INACTIVE ACCOUNTS** - Each state has laws that govern when accounts are considered inactive or abandoned, and when we're required to send your funds to the state. We strongly encourage you to make sure your accounts remain active by making transactions, signing into your account online or coming into a branch location to meet with a member service representative. As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Fee Schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency. Unless prohibited by applicable law, we may charge a fee, as set forth in the Fee Schedule, for processing your unclaimed account to the applicable state.

**28. SPECIAL ACCOUNT INSTRUCTIONS** - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card accepted by us.

**29. TERMINATION OF ACCOUNT** - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**30. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. Pursuant to our Bylaws, if you cause us a loss, fail to maintain one or more shares, or violate a board policy applicable to members, you may be expelled from membership. If expelled, you are not relieved of your liability to us. We may restrict or suspend access and/or decline or prevent transactions to or from your account, except your right to vote in annual or special meeting(s) and maintain a share account, if you engage in any conduct that negatively impacts the credit union and its membership. This conduct includes but is not limited to: action or inaction that abuse the products or services of the credit union; abusive or threatening behavior; suspicious, fraudulent, illegal, dishonest, or deceptive activities. We may also do so if we believe you may be the victim of fraud, scam or financial exploitation, even though you have authorized the transaction(s) and/or we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. Our actions hereunder will be reasonably related to the nature of the conduct that results in the same. **IF YOU BECOME DELINQUENT ON A LOAN OR IF YOU CAUSE US A LOSS, WE MAY DENY YOU FOR ANY NEW PRODUCT OR SERVICE THAT WOULD ALLOW YOU TO OBTAIN FURTHER CREDIT FROM US OR CAUSE US FURTHER LOSS.** We will have no liability for any action we take under this section.

**31. DEATH OR INCOMPETENCE** - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

**32. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**33. SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**34. ENFORCEMENT** - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

**35. GOVERNING LAW** - This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state, when not superseded by federal law, where your account is located. Here is how we determine where your account is located: if you open your account in person, it is located in the state where you opened it; if you opened your account by mail, Internet or other remote means, and you resided in a state where we had branch offices at that time, it is located in that state, but if you resided anywhere else your account is located in Illinois. Transactions in your account are also subject to applicable clearinghouse and Federal Reserve Rules

and regulations, as amended from time to time. If you file any lawsuit or other legal proceeding against us that is connected in any way to your membership, accounts, or services, you agree to do so in an appropriate court in the state where your account is located. If we file any lawsuit or legal proceeding that is connected in any way to your membership, accounts, or services, you consent to jurisdiction and venue in an appropriate court in the state where your account is located. Actions subject to mandatory arbitration, the section entitled Agreement to Mandatory Arbitration governs the process and location of the arbitration proceedings.

**36. FRAUDULENT ITEMS** - If we believe an item is the subject of fraud we will refuse to pay the item.

**37. NEGATIVE INFORMATION NOTICE** - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**38. MONITORING AND RECORDING COMMUNICATIONS** - We and our agents may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we and our agents may monitor and record such communications without your approval or further notice to you.

**39. FINANCIAL EXPLOITATION** - As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may: (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we act in good faith and exercise reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

**40. CONSENT TO CONTACT** - You agree we and/or our third-party providers, including debt collectors, may contact you by telephone call, text message, or voicemail transmission at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by any reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

**41. DENIAL OF ACCESS TO CREDIT UNION FACILITIES** - Your access to our facilities may be limited or denied if you engage in threatening, abusive, disruptive, obscene, harassing, or illegal behavior or otherwise injure any person or damage property while on our premises or at any credit union function. We will provide notice to you at your last known address if you have been denied access. If you are denied access and attempt or refuse to leave a facility, you will be deemed a trespasser.

**42. ACCOUNT ACCESS DENIAL** - If you have a product or service with us and you are in default under the terms of that product or service, we may deny you access to monies in your account(s). Your ability to access your account(s) (e.g., debit card, online access, mobile access, etc.) may be denied as well. In order to regain access to the monies in your account(s) and to your account(s), you may be required to cure any outstanding default(s) or we reasonably believe that risk of loss to us has ceased. This provision is to protect the entire membership of the credit union from incurring loss due your default(s). Accounts containing exempt government benefits (e.g., SSI, veteran benefits, etc.) shall not be denied access to those funds. Non-exempt funds in an account containing exempt government benefits may be denied access to any non-exempt funds. We will have no liability for any action we take under this section.

**43. NO WAIVER** - If we fail to exercise any right under this agreement, that doesn't mean we waive that right or any other right, and we may still enforce all of our rights in the future.

#### **44. AGREEMENT TO MANDATORY ARBITRATION**

**CAREFULLY READ EACH AND EVERY PROVISION, "A" THROUGH "N," OF THIS AGREEMENT TO MANDATORY ARBITRATION AS THEY AFFECT IMPORTANT RIGHTS.**

A. Except as set forth in Provision G, below, and in the last sentence of this Provision A, and as more fully delineated without limitation in Provision B, below, all disputes, claims, or controversies, whether in contract, tort, or equity, or under a statute, rule, or regulation, which arise out of or relate to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or to any account, product, loan, or service you have or have had with the Credit Union, shall be resolved by binding arbitration on an individual basis, unless you are a claimant in a Mass Arbitration, that is ten (10) or more similar demands for arbitration, including your own, filed against the Credit Union, and/or any of its officers, directors, employees, successors, assigns, agents, contractors and/or their subcontractors, loan servicers, repossession agents, debt collectors, or collection attorneys, in which you and the other nine (9) or more claimants are represented by either the same law firm or law firms acting in coordination. Moreover, this Agreement to Mandatory Arbitration shall be construed and interpreted as broadly as legally possible in order to bring within its application, ambit and scope as many disputes, claims, or controversies arising out of or relating to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or to any account, product, loan, or service you have or have had with the Credit Union as possible. Furthermore, subject to the Provisions below, any and all doubts shall be resolved in favor of arbitration under this Agreement to Mandatory Arbitration. However, this Agreement to Mandatory Arbitration does not apply to the following: 1) actions seeking relief or remedies in a small claims court concerning any disputes, claims or controversies within that small claims court's jurisdiction, 2) provisional remedies in aid of arbitration from a court of appropriate jurisdiction, 3) mortgage foreclosures, 4) eviction proceedings, 5) actions for recovery of tangible property, e.g., actions for detinue or replevin, 6) wage and other garnishments, 7) actions or proceedings to discover assets, 8) criminal allegations, complaints and proceedings, 9) a consumer credit transaction secured by a dwelling, including a home equity line of credit secured by the consumer's principal dwelling, where the application for such was received by the Credit Union on or after June 1, 2013; and 10) covered members of the armed forces pursuant to 10 U.S.C. § 987(e)(3).

B. SUBJECT TO PROVISIONS C, BELOW, OF THIS AGREEMENT TO MANDATORY ARBITRATION, TO THE ITEMS DELINEATED IN THE FINAL SENTENCE OF PROVISION A, ABOVE, AND TO ANY STATUTORY AND/OR REGULATORY PROHIBITION OR LIMITATION ON THE ARBITRABILITY OR ARBITRATION OF DISPUTES, CLAIMS, OR CONTROVERSIES (FOR EXAMPLE, ITEMS 9 AND 10 OF THE LAST SENTENCE OF PROVISION A, ABOVE), those disputes, claims, or controversies, whether in contract, tort, or equity, or under a statute, rule, or regulation, arising out of or relating to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or to any



account, product, loan, or service you have or have had with the Credit Union – and so which must be arbitrated in accordance with this Agreement to Mandatory Arbitration – include, but are not limited to, the following:

(1) all disputes, claims, or controversies, whether in contract, tort, or equity, or under a statute, rule, or regulation, concerning or relating to the breach, termination, enforcement, modification, or interpretation of this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, and to any product, loan, or service you have or have had with the Credit Union.

(2) all disputes, claims, or controversies concerning or relating to arbitrability or the arbitrator's authority or jurisdiction under this Agreement to Mandatory Arbitration; to the application or scope of this Agreement to Mandatory Arbitration; and to the determination of which disputes, claims, or controversies, whether in contract, tort, or equity, or under a statute, rule, or regulation, arising out of or relating to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or under any account, product, loan, or service you have or have had with the Credit Union, are subject to arbitration under this Agreement to Mandatory Arbitration.

(3) all disputes, claims, or controversies, whether in contract, tort, or equity, or under a statute, rule, or regulation, concerning or relating to the entry into, the making, the existence, the validity, or the procedural and/or substantive unconscionability of this Agreement to Mandatory Arbitration or any provision of it.

(4) all disputes, claims, or controversies arising out of or relating to federal, state, county, city, town, village, or municipal laws, statutes, rules, regulations, ordinances, etc., including, but not limited to, the following:

a) Federal Statutes. The Fair Debt Collections Practices Act, 15 U.S.C. § 1692, et seq.; the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq.; the Truth in Lending Act, 15 U.S.C. § 1601, et seq.; the Real Estate Settlement Practices Act, 12 U.S.C. § 2601 et seq.; the Electronic Funds Transfer Act, 15 U.S.C. §1693, et seq.; the Telephone Consumer Protection Act, 47 U.S.C. § 227; and the Expedited Funds Availability Act, 12 U.S.C. § 4001, et seq.; and any regulations or rules promulgated under any of the foregoing statutes; and

b) State Statutes. Any State's consumer protection statutes, rules or regulations, including, but not limited to, any State's unfair business or trade practices statutes or deceptive business or trade practices statutes, as well as any regulations or rules promulgated under any of them, to the extent such statute, rule, or regulation permits or allows you to bring, file, or commence, or participate as a party in, an action or lawsuit in a court or other judicial forum or tribunal concerning or relating to that statute, rule, or regulation.

(5) ALL DISPUTES, CLAIMS, OR CONTROVERSIES, WHETHER IN CONTRACT, TORT, OR EQUITY, OR UNDER A STATUTE, RULE, OR REGULATION, WHICH ARE BROUGHT, MADE, ASSERTED OR MAINTAINED, OR WHICH MAY OR CAN BE BROUGHT, MADE, ASSERTED OR MAINTAINED, IN OR AS PART OF A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY GENERAL ACTION, A MASS ARBITRATION AS DEFINED IN PROVISION A, OR A SIMILAR COLLECTIVE OR GROUP ACTION OR PROCEEDING.

C. 1. ANY DISPUTE, CLAIM OR CONTROVERSY SUBJECT TO ARBITRATION UNDER THIS AGREEMENT TO MANDATORY ARBITRATION MUST BE BROUGHT, FILED, PROCEED, CONDUCTED, AND CONCLUDED UNDER THE ADMINISTRATION OF JAMS OF CHICAGO, ILLINOIS (SEE PROVISION E) STRICTLY ON AN INDIVIDUAL BASIS OR, WHERE APPROPRIATE, ON THE BASIS OF A MASS ARBITRATION AS DEFINED IN PROVISION A, AND NOT ON A CLASS, COLLECTIVE, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR GROUP BASIS.

2. ADDITIONALLY, OTHER THAN THE DISPUTES, CLAIMS, OR CONTROVERSIES SET FORTH IN THE LAST SENTENCE OF PROVISION A, ABOVE, WITH RESPECT TO ANY DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER IN CONTRACT, TORT, OR EQUITY, OR UNDER A STATUTE, RULE, OR REGULATION, ARISING OUT OF OR RELATING TO THIS MEMBERSHIP AGREEMENT, INCLUDING THIS AGREEMENT TO MANDATORY ARBITRATION, TO YOUR MEMBERSHIP IN THE CREDIT UNION, OR TO ANY ACCOUNT, PRODUCT, LOAN, OR SERVICE YOU HAVE OR HAVE HAD WITH THE CREDIT UNION – ALL OF WHICH MUST BE ARBITRATED IN ACCORDANCE WITH THIS AGREEMENT TO MANDATORY ARBITRATION – THE CREDIT UNION AND YOU WAIVE ANY RIGHT TO EITHER A TRIAL BY JURY OR A BENCH TRIAL; ANY RIGHT TO BRING, FILE, OR COMMENCE, OR PARTICIPATE AS A PARTY IN, A CLASS ACTION, A CLASS ARBITRATION, A REPRESENTATIVE ACTION, A REPRESENTATIVE ARBITRATION, A COLLECTIVE ACTION, A COLLECTIVE ARBITRATION, A PRIVATE ATTORNEY GENERAL ACTION, OR SIMILAR COLLECTIVE OR GROUP ACTION OR PROCEEDING OTHER THAN A MASS ARBITRATION AS DEFINED IN PROVISION A; AND ANY OTHER RIGHT TO BRING, FILE, OR COMMENCE, OR PARTICIPATE AS A PARTY IN, ANY ACTION IN COURT, A LAWSUIT, OR OTHER JUDICIAL PROCEEDING.

D. WITH RESPECT TO THE CREDIT UNION'S OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AGENTS, LOAN SERVICERS, REPOSSESSION AGENTS, DEBT COLLECTORS, COLLECTION ATTORNEYS, CONTRACTORS, AND ITS CONTRACTOR'S SUBCONTRACTORS, if you bring, file, or commence, or participate as a party in, any action, lawsuit, or other judicial proceeding against any, some or all of them concerning a dispute, claim, or controversy, whether in contract, tort, or equity, or under a statute, rule, or regulation, arising out of or relating to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or to any account, product, loan, or service you have or have had with the Credit Union, or if you bring, file, or commence, or participate as a party in, a class action, a class arbitration, a representative action, a representative arbitration, a collective action, a collective arbitration, a private attorney general action, or other similar group or collection proceeding, against any, some, or all of them concerning a dispute, claim or controversy whether in contract, tort, or equity, or under a statute, rule, regulation, arising out of or relating to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or to any account, product, loan, or service you have or have had with the Credit Union, EACH, SOME, OR ALL OF THEM SHALL HAVE THE UNCONDITIONAL RIGHT TO UTILIZE AND INVOKE THIS AGREEMENT TO MANDATORY ARBITRATION. SAID UNCONDITIONAL RIGHT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVOKE THE MUTUAL WAIVERS IN PROVISION C, ABOVE, AS IF THE WORDS "CREDIT UNION" IN PROVISION C WERE REPLACED, AS THE PARTICULAR SITUATION REQUIRES, WITH WORDS SUCH AS "CREDIT UNION'S OFFICER(S)," "CREDIT UNION'S DIRECTOR(S)," "CREDIT UNION'S EMPLOYEE(S)," "CREDIT UNION'S SUCCESSOR(S)," "CREDIT UNION'S ASSIGN(S)," "CREDIT UNION'S AGENT(S)," "CREDIT UNION'S CONTRACTOR(S)," "CREDIT UNION'S CONTRACTOR'S SUBCONTRACTOR(S)," "CREDIT UNION'S LOAN SERVICER(S)," "CREDIT UNION'S REPOSSESSION AGENT(S)," "CREDIT UNION'S DEBT COLLECTOR(S)," OR "CREDIT UNION'S COLLECTION ATTORNEY(S)."

E. YOU AGREE THAT ANY ARBITRATION SHALL, REGARDLESS OF THE AMOUNT IN CONTROVERSY, BE ADMINISTERED BY JAMS OF CHICAGO, ILLINOIS, AND YOU AGREE ALSO THAT THE JAMS STREAMLINED RULES AND PROCEDURES AND, IN A MASS ARBITRATION AS DEFINED IN PROVISION A, THE JAMS MASS ARBITRATION PROCEDURES AND GUIDELINES APPLY IN ANY ARBITRATION. Subject to your right to request an in-person hearing in your home area unless you are a claimant in a Mass Arbitration as defined in Provision A, the arbitration hearing shall be conducted in Chicago, Illinois, but the arbitration hearing may be held telephonically or via video-conference. The JAMS Class Action Procedures shall not apply or be followed in any circumstances for the reasons set forth in Provisions B(5) and C, above, of this Agreement to Mandatory Arbitration.

F. All discovery and disclosures in the arbitration must be proportional to the amount in controversy. Furthermore, all discovery and disclosures in the arbitration must be limited solely to the production of documents, communications, or information, or the provision of testimony, actually relevant to the specific disputes, claims or controversies concerning your own Membership Agreement, including its Agreement to Mandatory Arbitration, your own membership in the Credit Union, or any account, product, loan, or service you yourself have or have had with the Credit Union; no discovery or disclosure may be requested, and none need be made, of documents, communication, information, or testimony concerning the identity of any other

members of the Credit Union, any other member's Membership Agreement, including its Agreement to Mandatory Arbitration, any other member's membership in the Credit Union, or any account, product, loan, or service any other member has or has had with the Credit Union. Depositions, if any, shall be kept to a minimum and shall be permitted only where the arbitrator determines that another method of discovery or disclosure will not suffice; and to take a deposition shall require an order or interim award of the arbitrator issued only upon motion and for good cause shown by the party requesting the deposition. Absent exigent circumstances, depositions shall be conducted telephonically or video-graphically. The party requesting the deposition shall pay all costs relating to it, including but not limited to the cost of transcription, recording, or videography.

G. 1. All proceedings, activities, disclosures, testimony and the like in the arbitration shall be and must remain strictly confidential even after the conclusion of the arbitration. Absent an order of a court having appropriate jurisdiction, or where a party to the arbitration seeks judicial confirmation or vector of the arbitrator's award, it is forbidden to disclose, divulge or utilize outside the arbitration, even after the arbitration has concluded, any of the following: (a) documents, communications, or information disclosed or produced in the course of the arbitration by the other party; (b) communications, written or oral, arising out of or relating to the arbitration; (c) any exhibits or other evidence used in the arbitration; (d) witness testimony or statements, whether written or oral, and any transcripts of witness testimony or statements; (e) statements of the other party, written or oral, made in the course of the arbitration; (f) any submissions to JAMS or the arbitrator made by either party or its counsel, including but not limited to the demand for arbitration, the response to it, briefs, affidavits, declarations, affirmations, etc.; (g) the outcome of the arbitration, the arbitrator's interim awards or orders, and the final award; and (h) settlement negotiations or discussions and settlement agreements. This Provision G.1 shall apply even after the conclusion of the arbitration and shall apply to all involved in the arbitration, including, but not limited to, the following entities or persons: (a) the parties to the arbitration; (b) the parties' attorneys as well as the colleagues, employees or agents of those attorneys; (c) any expert involved in the arbitration, whether testifying or not, as well as the colleagues, employees or agents of that expert, (d) witnesses; and (e) the arbitrator, JAMS, and JAMS personnel.

2. A party to the arbitration may seek against another party, in a court having jurisdiction, injunctive relief in order to prevent, restrict or discontinue a breach or violation of the foregoing Provision G.1. Additionally, a party who breaches or violates Provision G.1 shall pay all damages arising from the breach or violation, shall be subject to sanctions by a court for the breach or violation, and shall pay the reasonable attorneys' fees, costs and expenses of the party that successfully obtained an injunction preventing, restricting, or discontinuing a breach or violation of Provision G.1 or that successfully sued for a breach or violation of Provision G.1.

3. Persons, other than the parties, the arbitrator, JAMS, and JAMS personnel, who are involved in the arbitration, either directly or indirectly, including but not limited to the parties' attorneys, their attorneys' colleagues, employees, or agents, and any expert involved in the arbitration, whether testifying or not, and such expert's colleagues, employees or agents, shall be required to sign a confidentiality agreement. The confidentiality agreement must be approved in advance by the arbitrator and, once signed, issued as an interim order or interim award of the arbitrator. The confidentiality agreement shall expressly provide for the following: that Provision G.1 of this Agreement of Mandatory Arbitration is binding upon the person who signs the confidentiality agreement; that a party to the arbitration may seek injunctive relief in a court having jurisdiction to prevent, restrict or discontinue a breach or violation of the confidentiality agreement; and that a person who breaches or violates the confidentiality agreement shall pay all damages arising from the breach or violation, shall be subject to sanctions by a court for the breach or violation, and shall pay the reasonable attorneys' fees, costs and expenses of the party that successfully obtained an injunction preventing, restricting, or discontinuing a breach or violation of the confidentiality agreement or which successfully sued for a breach or violation of the confidentiality agreement.

H. 1. In any arbitration pursuant to this Agreement to Mandatory Arbitration other than a Mass Arbitration as defined in Provision A, the only fee you must pay JAMS is \$250 (two hundred fifty dollars), and the remaining costs of the arbitration charged by JAMS, including the remainder of the filing fee, the JAMS Case Management Fee(s), and the fees for the services of the arbitrator, shall be paid by the Credit Union and/or the persons or entities referenced in Provision D which invoke or utilize this Agreement to Mandatory Arbitration. If you substantially prevail, then the arbitrator may require the refund of your \$250 filing fee. However, if you commence the arbitration and the arbitrator determines that all disputes, claims, or controversies you brought are meritless, then the arbitrator may require you to reimburse the foregoing costs provided the arbitrator explains in the award why all the claims, disputes or controversies you brought are meritless.

2. In any Mass Arbitration as defined in Provision A, the JAMS Mass Arbitration Procedures Fee Schedule in Procedure 7(a) of the JAMS Mass Arbitration Procedures and Guidelines shall apply.

I. The arbitrator is unauthorized and unempowered to allocate or award any attorney's fees to any party to the arbitration unless all parties to the arbitration request attorney's fees in writing or an award or allocation of attorney's fees by the arbitrator is authorized by a controlling statute; and the parties waive any right to recover attorney's fees except where all parties to the arbitration request attorney's fees in writing or an award or allocation of attorney's fees is authorized by a controlling statute. For purposes of this Provision I, a statute which expressly authorizes or empowers a court to award or allocate attorney's fees but does not also expressly authorize or empower an arbitrator to award or allocate attorney's fees does not authorize or empower the arbitrator to award or allocate attorney's fees.

J. The arbitrator is unauthorized and unempowered to award punitive or exemplary damages, and the parties to the arbitration waive any right to recover punitive or exemplary damages.

K. Provided the arbitrator's decisions or awards are consistent with this Membership Agreement, including this Mandatory Agreement to Arbitration, and any terms and conditions involving any account, product, loan, or service you have or have had with the Credit Union which is in dispute or controversy, the arbitrator shall apply applicable federal laws, exclusive of any of their conflict or choice of law rules, federal regulations, and the laws and regulations of the State of Illinois, exclusive of its conflict or choice of law rules, in rendering any decision or award.

L. This Agreement to Mandatory Arbitration is subject to and governed by the U.S. Federal Arbitration Act, 9 U.S.C. § 1, et seq.

M. Judgment upon any interim or final award of the arbitrator may be entered in any court having jurisdiction thereof.

N. If any provision, or any portion, sub-part, sentence, clause, phrase, part of a sentence, or word of any provision, of this Agreement to Mandatory Arbitration is found to be invalid, the remaining provisions, and any remaining portion, sub-part, sentence, clause, phrase, part of a sentence, or word of any provisions, shall be valid or enforceable and will continue in full force and effect.

O. Information about the applicable rules and procedures of JAMS can be found at <https://www.jamsadr.com/adr-rules-procedures/>

**45. LIMITATION OF TIME TO COMMENCE ACTION** – Any action or proceeding by you to enforce any obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one (1) year after the cause of action accrues.

**46. CONTINUOUS PROXY** - You hereby appoint the members of the Board of Directors of the credit union, as proxies to cast all votes you are entitled to cast for the election of directors, mergers, and any matter with regard to which credit union members are entitled to vote by proxy, as the majority of the directors sees fit, at all annual or special meetings of the members of the credit union hereafter held and any adjournment thereof, from time to time and year to year, until and unless this proxy is revoked by you by providing an updated proxy, appearing in person to vote at any annual or special meeting, or you provide us with notice of your revocation. You hereby authorize said proxies to designate a person or committee to cast your vote or votes in such manner and for such candidates as the proxy shall determine, hereby ratifying whatever said proxies may do. This proxy shall allow the Board of Directors of the credit union to vote as proxy on all issues allowed by the Illinois Credit Union Act.

## FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at Credit Union 1. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean the member, and the terms "our," "we," or "us" mean Credit Union 1. The term "check" means check or share draft, as applicable.

**1. YOUR ABILITY TO WITHDRAW FUNDS** – Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive 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 before close of business 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 the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our business hours are available at the Credit Union.

**2. LONGER DELAYS MAY APPLY** – In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same 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 send 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.

In addition, funds you deposit may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

**3. SPECIAL RULES FOR NEW ACCOUNTS** – If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 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 same business day that we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**4. HOLDS ON OTHER FUNDS FOR CHECK CASHING** – If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**5. HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT** – 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.

**6. DEPOSITS AT AUTOMATED TELLER MACHINES (ATMs)** – We may delay the availability of funds from deposits at ATMs as follows:

- a. Proprietary ATMs.** Funds from deposits (cash or checks) made at an ATM that we own or operate will be available by the second business day after the day of your deposit. However, the first \$275.00 of the deposit, as well as funds from checks drawn on Credit Union 1 and deposited at an ATM located at one of our branch offices and funds from U.S. Treasury checks that are payable to you, will be available on the first business day following the day we receive your deposit. All ATMs that we own or operate are identified as our machines.

**b. Nonproprietary ATMs.** Funds from any deposits (cash or checks) made at an ATM that we do not own or operate will not be available until the fifth business day after the day of your deposit.

**7. FOREIGN CHECKS** – Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Credit Union 1 ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Debit card accounts are checking accounts and all references to debit card accounts at the Credit Union are governed by the terms and conditions provided for checking accounts. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. Visa Debit Card.** If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Fee Schedule.

When you use your Visa Debit Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account funds for the amount indicated by the merchant. Some merchants may also add an amount to ensure the sufficient funds will be available to cover the final transaction (such as an estimated tip). If the amount of the authorization request exceeds the available funds in your account, the transaction may be declined. Until the transaction finally settles or forty-eight (48) hours have passed, whichever occurs first, the funds subject to the hold will not be available to you for other purposes. As a result, other transactions may be declined, dishonored, or not paid which can result in NSF fees and/or other charges against your account. We will only charge your account for the correct amount of the final transaction. However, if the settlement transaction amount does not match the hold amount, it is possible that both of these amounts will affect your available balance until the end of the forty-eight (48) hour hold period. In addition, if you commence a purchase and the merchant obtains an authorization and then you cancel the purchase without completing it, the authorization may result in a temporary hold for that amount of funds for forty-eight (48) hours. A merchant may reverse the pre-authorization in certain circumstances, such as an extended hotel stay. If an extension or modification is submitted by a merchant, the hold on your account will be extended or modified. We are not responsible if we do not authorize or pay the other transactions drawn on your checking account while such a hold is placed on your account.

For other types of transactions, if the balance in your checking account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your checking account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, CO-OP, NYCE, PLUS, and Visa networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds between your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- You may make 20 Visa Debit Card purchases per twenty four (24) hour period.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of \$1,500.00 per day.
- You may make 12 cash withdrawals in any one (1) twenty four (24) hour period from an ATM machine.
- You may withdraw up to a maximum of \$1,010.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.

- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**b. 1-Touch.** If we approve 1-Touch for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use 1-Touch to:

- Withdraw funds from your savings, checking, money market, and club accounts.
- Transfer funds from your savings, checking, money market, club, and overdraft loan accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, money market, and club accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under 1-Touch via a touch-tone telephone only. 1-Touch service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on 1-Touch transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

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. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

#### **c. Preauthorized EFTs.**

- **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 federal recurring payments, such as Social Security, to your savings and/or checking account. You may contact us at (800) 252-6950 to determine if your direct deposit has been received.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and/or checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**d. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**e. Online Express.** If Online Express is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Express to:

- Withdraw funds from your savings, checking, money market, and club accounts.
- Transfer funds from your savings, checking, money market, and club accounts or to your Credit Union 1 Visa credit card account(s).

- Obtain balance information for your savings, checking, loan, club, certificate, and line of credit accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Overdraft loan accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Online Express via personal computer. Online Express will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Express transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**f. Mobile Banking.** If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Transfer funds from your savings, checking, loan, money market, and club accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Overdraft loan accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Make mobile deposits to your accounts. If approved for the supplemental service, you will receive additional disclosures related to the service at that time.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- Message and data rates may apply. Check with your mobile carrier for details.
- See Section 2 for transfer limitations that may apply to these transactions.

**g. Bill Pay.** We will process bill payment transfer requests only to those creditors you authorize. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.

**2. TRANSFER LIMITATIONS —** For all savings accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

### **3. CONDITIONS OF EFT SERVICES —**

**a. 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 at our sole discretion without demand or notice. You cannot transfer your card or account to another person.



**b. 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.

**c. Foreign Transactions.**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES —** We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY —** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise 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. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

800.252.6950

or write to:

Credit Union 1  
PO Box 100  
Rantoul, IL 61866

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **6. RIGHT TO RECEIVE DOCUMENTATION —**

**a. Periodic Statements.** Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal. Credit Union 1 is not responsible to provide a receipt due to system malfunction.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 800.252.6950. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE —** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

**8. BUSINESS DAYS —** Our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS —** 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 may be liable for your losses or damages proximately caused by our error. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If acts of God (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral subject to our lien or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If any circumstances beyond our control (such as your willful or negligent use of your card, access code, or any EFT facility for making such transfers) prevent the transaction.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES —** All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs 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.
- Close the entry door of any ATM facility equipped with a door.

- 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. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- 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 (PIN) or access code on your Visa Debit card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

800.252.6950

or write to:

Credit Union 1  
PO Box 100  
Rantoul, IL 61866

or contact us at [cu1info@creditunion1.org](mailto:cu1info@creditunion1.org)

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

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

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**NOTE:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**13. GOVERNING LAW** — This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state, when not superseded by federal law, where your account is located. Here's how we determine where your account is located: if you open your account in person, it is located in the state where you opened it; if you opened your account by mail, Internet or other remote means, and you resided in a state where we had branch offices at that time, it is located in that state, but if you resided anywhere else your account is located in Illinois. Transactions in your account are also subject to applicable clearinghouse and Federal Reserve Rules and regulations, as amended from time to time. If you file any lawsuit or other legal proceeding against us that's connected in any way to your membership, accounts, or services, you agree to do so in an appropriate court in the state where your account is located. If we file any lawsuit or legal proceeding that is connected in any way to your membership, accounts, or services, you consent to jurisdiction and venue in an appropriate court in the state where your account is

located. Actions subject to mandatory arbitration, the section entitled Agreement to Mandatory Arbitration in the Membership And Account Agreement governs the process and location of the arbitration proceedings.

**14. ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

## TRUTH-IN-SAVINGS DISCLOSURE

### I. SAVINGS AND CHECKING ACCOUNTS —

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

Debit card accounts are checking accounts and all references to debit card accounts at the Credit Union are governed by the terms and conditions provided for checking accounts.

**1. RATE INFORMATION —** The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Savings, Secondary Savings, Savings IRA, Money Market, and Dividend Bearing Checking accounts, the dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule accompanying this disclosure (Rate Schedule).

**2. NATURE OF DIVIDENDS —** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**3. DIVIDEND COMPOUNDING AND CREDITING —** The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

**4. ACCRUAL OF DIVIDENDS —** For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.

**5. BALANCE INFORMATION —** To open any account, you must deposit or already have on deposit the minimum required share(s) in a Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Dividend Bearing Checking accounts, there

is a minimum average daily balance required to avoid a service fee for the dividend period. If the minimum average daily balance requirement is not met, you will be charged a service fee as stated in the Fee Schedule. For Dividend Bearing Checking accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum average daily balance requirement is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For Savings and Secondary Savings accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the dividend period, you will not earn the stated annual percentage yield. For accounts using the average daily balance method as stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. For accounts using the daily balance method as stated in the Rate Schedule, dividends are calculated by applying a daily periodic rate to the principal in the account each day.

**6. ACCOUNT LIMITATIONS —** For Savings, Secondary Savings, and Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For Savings IRA, Dividend Bearing Checking, and Express Checking accounts, no account limitations apply.

**7. FEES FOR OVERDRAWING CHECKING ACCOUNT —** Fees for overdrawing your checking account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available checking account balance. The entire balance in your checking account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds

Availability Policy Disclosure for information regarding the availability of funds in your checking account. You may consult the Overdraft Payment Policy Disclosure to review the Important Disclosure Regarding How Overdraft Fees Are Incurred In Relation To Your Account Balance. Fees for overdrawing your checking account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your checking account, such fees may reduce your approved limit. Please refer to the Fee Schedule for current fee information.

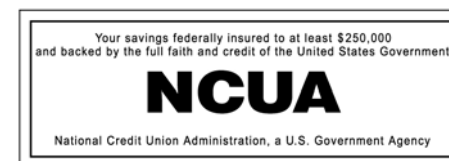
For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection, the Fee Schedule, and the Credit Union's Overdraft Payment Policy Disclosure.

**8. MEMBERSHIP —** As a condition of membership, you must purchase and maintain the minimum required share(s) and pay a nonrefundable membership fee as set forth below.

Par Value of One Share	\$5.00
Number of Shares Required	1
Membership Fee	\$5.00

**9. RATES —** The rates are accurate as of the last dividend declaration date indicated on the Rate Schedule accompanying the Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

**10. FEES —** See separate Fee Schedule for a listing of fees and charges applicable to your account(s).



## TRUTH-IN-SAVINGS DISCLOSURE

### II. SHARE CERTIFICATE ACCOUNTS —

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

**1. RATE INFORMATION —** The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

**2. DIVIDEND PERIOD —** For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.

**3. DIVIDEND COMPOUNDING AND CREDITING —** The compounding and crediting frequency of dividends are stated in the Rate Schedule. At your option, you may choose to have dividends credited to your certificate account, paid to you by check or transferred to another account of yours. If you elect to have dividends paid to you by check or transferred to another account, compounding will not apply.

**4. BALANCE INFORMATION —** To open any account, you must deposit or already have on deposit the minimum required share(s) in a Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**5. ACCRUAL OF DIVIDENDS —** For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

**6. TRANSACTION LIMITATIONS —** For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below and your account will be closed. Partial withdrawals are not allowed.

**7. MATURITY —** Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

**8. EARLY WITHDRAWAL PENALTY —** We may impose a penalty if you withdraw funds from your account before the maturity date.

**a. Amount of Penalty.** For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of 6 and 12 months	90 days' dividends
Terms of 18 and 24 months	180 days' dividends
Terms of 30, 36, 48 and 60 months	270 days' dividends

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

**c. 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:

- (i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor

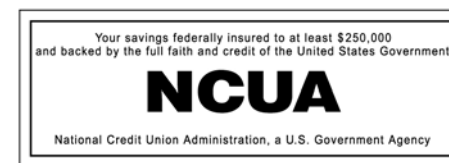
forfeits an amount at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.

**9. RENEWAL POLICY —** The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

**10. NONTRANSFERABLE/NONNEGOTIABLE —** Your account is nontransferable and nonnegotiable.

**11. MEMBERSHIP —** As a condition of membership, you must purchase and maintain the minimum required share(s) and pay a nonrefundable membership fee as set forth below.

Par Value of One Share	\$5.00
Number of Shares Required	1
Membership Fee	\$5.00



Below is Credit Union 1’s Consumer Fee Schedule. This comprehensive fee schedule is similar to one you would have received when you opened your account with Great River Federal Credit Union and details common fees that might be assessed. **The incurrence of fees are dependent on the type of accounts you hold and specific types of transactions. Most members are able to bank with Credit Union 1 fee-free, thanks to accounts like the CU1 Free Checking account.** If you have any questions about these fees, please visit [cu1.com/grfcu](https://cu1.com/grfcu) and submit a question to our team.

## Membership

**Membership Fee**

\$5.00

One-time charge, non-refundable; waived for members from merging credit unions.

**Savings Only Fee**

\$5.00/month

Fee applies after one (1) year of savings account opening to members with only savings accounts (primary and secondary savings) with less than a \$500 aggregate balance across savings accounts as determined on last day of month. Fee applies per member account number (does not aggregate across multiple account numbers). Fee does not apply to: a) accounts with primary member age 21 and under; b) accounts with at least one open additional product or service (e.g., checking account, share certificate, IRA, money market, loan, credit card). Secondary savings account does not count for one additional product or service.

**Paper Statement Fee**

\$5.00/month

Fee does not apply to accounts with primary member 65 and older or any Private Banking Account. eStatements are free and can be accessed if you are enrolled in a form of digital banking (online or mobile).

**Statement Reprint Fee**

\$5.00/stmt

eStatements can be retrieved for free on digital banking (online or mobile)

**Negative Account Fee**

\$3.00/day

Fee applies to primary savings account only.

**Inactive Account Service Fee**

\$25.00/month

Fee applies to member account if review of savings (primary and secondaries) and checking account, if any, under member account number (credit union does not review across additional account numbers member may have) reveals that no member-initiated activity has occurred within the account(s) in twelve (12) consecutive months and the cumulative balance of the savings and checking account, if any, thereunder are less than \$500. Review will be on last day of each month. Fee will not be charged if under that same member account number, upon month-end review, the member has a cumulative balance of \$500 or more on deposit or at least one open loan, share certificate, IRA, money market or primary member is 21 years old or under. The account will be closed once the cumulative savings and checking account, if any, balance reaches \$0.00.



**Unclaimed Shares Fee** ..... **Up to \$50.00\***

\*Subject to applicable law.

**Account Research/Account Balancing Fee** ..... **\$25.00/half hour**

(half hour minimum)

**Return Statement Investigation Fee** ..... **\$25.00**

(one time charge)

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## Transactions

**Cashier's Check Fee** ..... **\$5.00/check\***

\*Allowed 2 free cashier's checks per member account per month — not per sub account. The fee may be imposed at the end of the monthly statement cycle, or we may impose it at the time of the transaction, as we determine. Fee does not apply to any Private Banking Account.

**Check Cashing/Cash Back on Deposited Item Fee** ..... **\$5.00/item**

Fee applies to members with savings only and receiving cash back on an item greater than balance in savings.

**Deposited Item Returned Unpaid Fee** ..... **\$32.00/item**

**Stop Payment Fee** ..... **\$32.00/item or transaction**

Fee does not apply to any Private Banking Account.

**NSF Check/NSF ACH Debit Fee** ..... **\$32.00/item or transaction**

We may charge the fee each time the item/transaction is presented, we may charge you more than one fee for any given item/ transaction. Multiple attempts may be made to submit a returned item/transaction for payment and multiple fees may be charged as a result of a returned item/transaction and resubmission. When we charge the fee, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

**Overdraft/Courtesy Pay Fee** ..... **\$32.00/overdraft**

Courtesy Pay is a discretionary service provided to members with accounts in good standing in which CU1 pays for an item when your account does not have sufficient available balance to cover it. CU1 will first try to cover the item using any standard overdraft protection sources you have set up. Courtesy Pay saves you the embarrassment and inconvenience of a returned item, as well as the fee normally charged to you by merchants for items returned to them. There is no fee for having Courtesy Pay unless you use it. For Courtesy Pay to apply to your ATM and one-time debit card transactions, you must opt-in (consent) to have Courtesy Pay apply to those items.

# Money Market Accounts

## Money Market Account Below \$2,500

Minimum Balance Requirement Fee ..... \$10.00/month

# Checking Accounts

## Plus Checking Account Below \$500 Minimum

Average Daily Balance Requirement Fee ..... \$9.95/month

## Premium Plus Checking Account Below \$50,000 Aggregate

Minimum Relationship Balance Requirement ..... \$25.00/month

Aggregate minimum relationship balance includes combining the following Credit Union 1 accounts: savings accounts, debit card accounts, money market accounts, share certificates, loans, and/or credit cards.

Copy of Member Check Fee ..... \$5.00/check copy

You can obtain copies of your checks for free if you are enrolled in a form of digital banking (online or mobile).

## Automatic Overdraft Transfer from Savings or Overdraft

Protection Loan Transfer Fee ..... \$5.00/transfer

# Cards

## Non-Credit Union 1 Owned ATM Transaction Fees

ATM owner may charge a separate fee in addition to the fee(s) provided below and you may be charged multiple fees if you execute multiple transactions, such as making a balance inquiry and then withdrawing money:

Inquiry ..... \$1.00/inquiry

Visa® Debit Card Withdrawals ..... 4 free then \$1.00/withdrawal

Inquiry, Visa Debit Card Withdrawal fees at Credit Union 1 owned ATMs do not apply to any Private Banking Account.

Visa® Debit Card Replacement Fee ..... \$5.00/card

Expedite Delivery of Debit Card Fee ..... Provided Upon Inquiry

## **International Credit/Debit Transactions .....1% of transaction in U.S. dollars**

This fee applies to any debit or credit 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.

## **Wires**

### **Outgoing Domestic Wire Transfer Fee ..... \$30.00**

Fee does not apply to any Private Banking Account.

### **Outgoing International Wire Transfer Fee .....\$60.00**

## **Legal**

### **Collection of Check Items, Insurance Items, Foreign Checks Fee ..... \$35.00/item or check**

### **Citation/Levy/Garnishment ..... \$50.00/item**

### **Subpoena Fee .....\$.30 per page and \$20.00/hour**

## **Private Banking**

### **Private Banking Account Monthly Fee ..... \$35.00/month**

Fee does not apply to Private Banking Account with a Reserve Checking Account, and aggregate deposit balance of \$100,000 across all share accounts under the Private Banking Account.

# Credit Union 1

FACTS	WHAT DOES CREDIT UNION 1 DO WITH YOUR PERSONAL INFORMATION?
Why?	<p>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p>
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and income</li><li>• Account balances and payment history</li><li>• Credit history and credit scores</li></ul> <p>When you are no longer our member, we continue to share your information as described in this notice.</p>
How?	<p>All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Credit Union 1 chooses to share; and whether you can limit this sharing.</p>

Reasons we can share your personal information	Does Credit Union 1 Share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

Questions?	Call 800.252.6950 or go to <a href="https://creditunion1.org">creditunion1.org</a>
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What We Do	
How does Credit Union 1 protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Credit Union 1 collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Apply for a loan</li> <li>• Use your debit card or credit card</li> <li>• Make deposits or withdrawals from your account(s)</li> <li>• Pay your bills</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Credit Union 1 has no affiliates.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include mortgage servicing companies, credit and debit card processors, insurance companies, credit bureau reporting and investment service companies.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include credit card processors, insurance companies, and investment services companies.</li> </ul>

Other Important Information
<p><b>For California Residents:</b> California law provides additional privacy rights to California residents. We will not share your personal information with nonaffiliated third parties unless permitted by California law. <a href="#">Please review the California Consumer Privacy Act Disclosure</a> and California Privacy Consumer Opt-Out.</p> <p><b>For Nevada Residents:</b> We are providing this notice to you pursuant to Nevada law. If you prefer not to receive unsolicited marketing calls from us, you may elect to be placed on our internal Do Not Call List by calling <b>800.252.6950</b>, writing to us at <b>200 E. Champaign Ave.   Rantoul, IL 61866</b>, or by making your election at <a href="https://creditunion1.org">creditunion1.org</a>. To obtain further information, you may contact our Member Solutions Team at the address, telephone number or website provided above. You may also contact the Bureau of Consumer Protection, Office of the Attorney General, at 555 E. Washington St.   Suite 3900   Las Vegas, NV 89101, Telephone 702.486.3132, email <a href="mailto:bcinfo@ag.state.nv.us">bcinfo@ag.state.nv.us</a>.</p>

# Credit Union1

Last Dividend Declaration Date | July 23, 2025

The dividend rates and annual percentage yields are accurate as of the last dividend declaration date set forth above. If you require current rate information, please contact us.

## Checking Accounts

Dividends calculated using Average Daily Balance

Program	Minimum Balance to Open	Minimum Balance to Earn Dividends	APY <sup>1</sup>	APR
Student Checking Account	\$25 or \$500 Direct Deposit	Does not earn dividends	n/a	n/a
Free Checking Account	\$25 or \$500 Direct Deposit	Does not earn dividends	n/a	n/a
Plus Checking Account	\$500	\$0.01	0.01%	0.010%
Premium Plus Checking Account	\$500 and aggregate relationship with CU1 of \$50,000	\$0.01	0.01%	0.010%
High Yield Checking <sup>2</sup>	\$1,000 Direct Deposit	\$0.01	4.75%	4.649%

## Savings Accounts

Dividends calculated using Daily Balance

Program	Minimum Balance to Open	Minimum Balance to Earn Dividends	APY <sup>1</sup>	APR
Primary Savings	\$5	\$5	0.01%	0.010%
Additional Savings	\$0	\$0.01	0.01%	0.010%
High Yield Savings <sup>3</sup>	\$0	\$1	2.00%	1.982%

## Money Market Accounts

Dividends calculated using Daily Balance

Minimum Balance to Open	Minimum Balance to Earn Dividends	APY <sup>1</sup>	APR
\$2,500	\$2,500	0.05%	0.050%
\$2,500	\$25,000	0.10%	0.100%
\$2,500	\$50,000	0.20%	0.199%
\$2,500	\$100,000	0.30%	0.299%
\$2,500	\$250,000	0.40%	0.399%

Dividends are paid on the last day of the month to accountholders who have maintained the Minimum Balance to Earn Dividends as provided by Program type and compound monthly. <sup>1</sup>APY= Annual Percentage Yield. Fees could reduce earnings on the account. Rates are subject to change without notice. The rate may change after the account is opened and without notice. <sup>2</sup>Requirements to earn the current declared High Yield Checking rate on balances up to \$10,000: You must (1) be enrolled in digital banking by registering for CU1's digital banking service and create a password, (2) be enrolled in eStatements for the account in which the High Yield Checking Account is established, (3) have at least 15 CU1 Bill Pay or CU1 Visa® debit card transactions per calendar month (or a combination of the two), excluding ATM transactions, in the High Yield Checking Account, and (4) have minimum aggregate deposits totaling \$1,000 deposited into the High Yield Checking per calendar month. Balances over \$10,000 will earn 0.01% APY. Transactions that are pending on your High Yield Checking account and have not posted as of the end of the calendar month qualification cycle, will not count as qualifying transaction for that calendar month cycle. If Requirements are not met, balances will earn 0.01% APY. Deposits, bill pay transactions, and/or debit card transactions made to any other account or sub account belonging to the account owner, or any joint owner, will not apply to these High Yield checking requirements. <sup>3</sup>Must be New Money and deposited into the High Yield Savings Account. "New Money" is defined as money not on deposit with Credit Union 1 within the last 12 months and transferred in from a different financial institution (no Credit Union 1 to Credit Union 1 balance transfers allowed at any time. Any funds transferred in this manner will be redeposited into the original account and earn at the current rate). Money removed from Credit Union 1, then redeposited within a 12-month period from the withdrawal, will not be eligible for the High Yield Savings Account Rate.

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## Share Certificates

Dividends calculated using Daily Balance

	Share Certificate			Share Certificate Plus			
Term	Minimum Balance to Open and Earn Dividends	APY <sup>1</sup>	APR	Minimum Balance to Open and Earn Dividends	APY <sup>1</sup>	APR	Early Withdrawal Penalty Amount <sup>3</sup>
6 Months	\$1,000	2.00%	1.982%	\$10,000	2.00%	1.982%	90 Days' Dividends
12 Months	\$1,000	3.25%	3.202%	\$10,000	3.25%	3.202%	90 Days' Dividends
24 Months	\$1,000	3.00%	2.959%	\$10,000	3.00%	2.959%	180 Days' Dividends
36 Months	\$1,000	3.00%	2.959%	\$10,000	3.00%	2.959%	270 Days' Dividends
48 Months	\$1,000	2.75%	2.715%	\$10,000	2.75%	2.715%	270 Days' Dividends
60 Months	\$1,000	2.75%	2.715%	\$10,000	2.75%	2.715%	270 Days' Dividends

## IRA Certificates (Traditional, Roth, or Educational)

Dividends calculated using Daily Balance

	IRA Certificate			IRA Certificate Plus			
Term	Minimum Balance to Open and Earn Dividends	APY <sup>1</sup>	APR	Minimum Balance to Open and Earn Dividends	APY <sup>1</sup>	APR	Early Withdrawal Penalty Amount <sup>3</sup>
6 Months	\$1,000	2.00%	1.982%	\$10,000	2.00%	1.982%	90 Days' Dividends
12 Months	\$1,000	3.25%	3.202%	\$10,000	3.25%	3.202%	90 Days' Dividends
24 Months	\$1,000	3.00%	2.959%	\$10,000	3.00%	2.959%	180 Days' Dividends
36 Months	\$1,000	3.00%	2.959%	\$10,000	3.00%	2.959%	270 Days' Dividends
48 Months	\$1,000	2.75%	2.715%	\$10,000	2.75%	2.715%	270 Days' Dividends
60 Months	\$1,000	2.75%	2.715%	\$10,000	2.75%	2.715%	270 Days' Dividends

## Savings IRA Accounts

Dividends calculated using Daily Balance

Program	Minimum Balance to Open	Minimum Balance to Earn Dividends	APY <sup>1</sup>	APR
Savings IRA	\$0	\$0.01	0.01%	0.010%
Savings Roth IRA	\$0	\$0.01	0.01%	0.010%
Savings Education IRA	\$0	\$0.01	0.01%	0.010%

Dividends are paid on the last day of the month to accountholders who have maintained the Minimum Balance to Earn Dividends as provided by Program type and compound monthly. <sup>1</sup>APY= Annual Percentage Yield. Fees could reduce earnings on the account. Rates are subject to change without notice. The rate may change after the account is opened. <sup>3</sup>We may impose a penalty if you withdraw funds from your account before the maturity date. Maintenance or activity fees could reduce the earnings on the account.

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## Health Savings Accounts (HSAs)

Dividends calculated using Daily Balance

Program	Minimum Balance to Open	Minimum Balance to Earn Dividends	APY <sup>1</sup>	APR
HSA Savings <sup>2</sup>	\$0	\$10	0.60%	0.598%
HSA Checking <sup>3</sup>	\$5	Does not earn dividends	N/A	N/A

Dividends are paid on the last day of the month to accountholders who have maintained the Minimum Balance to Earn Dividends as provided by Program type and compound monthly. <sup>1</sup>APY= Annual Percentage Yield. Fees could reduce earnings on the account. Rates are subject to change without notice. The rate may change after the account is opened and without notice. <sup>2</sup>Health Savings Accounts (HSAs) are available to existing accountholders only. We are not currently opening new HSAs at this time. <sup>3</sup>HSA Checking accounts are available to existing accountholders only. We are not currently opening new HSA Checking accounts at this time.

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For additional information, visit us online at [creditunion1.org](https://creditunion1.org) or call our Member Solutions Team at 800.252.6950

