

Interra Credit Union

# Membership and Account Services Agreement and Disclosures



**TERMS AND CONDITIONS**  
**ELECTRONIC FUNDS TRANSFERS**  
**PRIVACY**  
**FUNDS AVAILABILITY**  
**TRUTH-IN-SAVINGS**



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## INTRODUCTION

This booklet, along with any other documents we give you pertaining to your accounts, and the Fee Schedule explain the rules which govern your account(s) and account services with us. Please read this document and review the Fee Schedule carefully and keep them in a safe and convenient place.

Your relationship with Interra Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. **The purpose of this booklet is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; and (3) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application, Agreement and/or Signature Card or your use or continued use of any account or account services after receiving this booklet, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this booklet, and the Fee Schedule, as amended from time to time. If you have any questions regarding any term or condition in this booklet, please ask us before signing the Account Card, any application or using any of our services.**

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Terms, Conditions and Limitations of Your Relationship with the Credit Union.** The purpose of this section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation loan, safe deposit and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific subsection of this Agreement vary from the terms set forth in this section, the specific terms and conditions of the subsection will govern our relationship with you.

2. **General Definitions.** In this booklet the words "you, your or yours" mean everyone that signs any Account Card or is authorized to make transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "We, us, our or Credit Union" means Interra Credit Union.

"**Account Card**" means any signature card, membership application or agreement, account change card or other form required to open or change an account, obtain an account service with us, or provide authorization/instruction to us.

"**Access Device**" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue or you establish to allow you to access and/or use any account or other services.

"**Authorized User**" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices, that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

"**Business Day**" means Monday through Friday, excluding federal holidays.

"**Check**" means an acceptable written "instrument" on your account(s), and includes the term "share draft." Share drafts include checks and other instruments drawn on your account(s) or submitted for deposit or collection.

"**Instrument**" means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement.

"**Member**" means the person(s) who has established their "membership" with us as set forth in this Agreement and applicable law. Each person must deposit and maintain the par value of the required shares to be a member. A members' rights with regard to the par value deposit necessary to maintain membership may be restricted as set forth in this Agreement or otherwise.

"**Owner**" means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union's lien rights or any security interest. A person is not an "owner" unless specifically designated as such in a completed and signed Account Card.

"**Shares**" for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, mean all deposits in any share savings, share draft/checking, club, share certificate, P.O.D., or revocable trust, whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge. Your pledge does not include any IRA, HSA, Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

"**Transaction or transaction**" means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

3. **Bylaws.** Our bylaws, which we may amend from time to time, establish basic rules about our Credit Union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the Credit Union, after providing for required reserves.

4. **Your Agreement With the Credit Union.** All accounts and account services are governed by the terms and conditions in this booklet and the Fee Schedule; your Account Card(s), account receipts, statements and certificates; any other application or agreement we require; together with the Credit Union's bylaws, policies and procedures, which are herein collectively referred to as "Agreement". This Membership and Account Services Agreement and Disclosure governs all your accounts and services, including but not limited to loan services, whether opened now or in the future, except as otherwise specifically provided in this booklet or other agreement(s) with us.

This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be effective at the earliest time allowed by law. This Agreement is binding upon all parties hereto and their heirs, successor, assigns and any other person claiming any right or interest under or through said parties.

a. **Inappropriate Transactions.** You warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or third party service providers' rules may limit or prohibit certain transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable under applicable law. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

b. **Cash Transaction Reporting.** To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we may refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

c. **Taxpayer Identification Numbers and Certification.** Pursuant to the Account Card used to establish your membership with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. You acknowledge and agree that this certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise.

d. **Transaction Limitations and the Credit Union's Business Days.** Except as may be otherwise specifically provided in our Agreements, all transactions after our "daily cut-off time" and made on days that are not our business days will be treated, transmitted, recorded, etc., as applicable and appropriate as if received/directed on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

5. **Membership Benefits and Obligations.** Upon approval of your application and the deposit of any required shares, you become a member of this Credit Union. As a member you are eligible to apply for Credit Union deposit or loan products, as well as other financial services; and you may vote at all annual or special meetings of the membership. You have an obligation to the Credit Union and all other members to follow the rules established from time to time for the use of these products or services, and not to cause the Credit Union any loss. This includes, but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable and statutory obligations that may be payable by you to us.

**CROSS-COLLATERALIZATION:** To reduce the possibility of loss, members grant to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This "cross-collateralization" of your obligations applies to all debts regarding your accounts, loans or otherwise, including but not limited to each closed-end loan obligation, each advance under any open-end loan plan, and overdrafts. Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the "cross-collateralization" of your obligations to us.

6. **Credit Reports, Membership-Account Eligibility and Other Credit Union Services.** To open or maintain any account(s) or service(s) with us, you must qualify for membership and deposit and maintain the par value of the required shares as provided by the Credit Union's bylaws and other applicable laws. To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others.

**Defaults and Your Credit Reports:** The Credit Union may report information about your account(s) to third parties such as credit reporting agencies/bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your loan and share/share draft account(s) may be reflected in your credit report.

7. **Deposits to Your Account(s) and Instruments Paid/Cashed.** Funds may be deposited to any account, in any manner that is acceptable to us. For example, deposits may be made in person at any of our offices having facilities to accept deposits, by mail, night depository, direct deposit or other electronic funds transfer allowed by us.

a. **Endorsements.** You authorize us, in our discretion, to 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 any one or more owners on the account, whether or not endorsed by all payees. All owners are deemed to receive the benefit of all deposits and the proceeds of such deposits; and we may give cash back to any payee. You authorize us to supply missing endorsements of any owners. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1 1/2 inches from the top edge. We may accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the draft or check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

a1. **Substitute Checks.** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

a2. **E-Checks.** When you or any person with authority authorize any E-Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited

ited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.

- b. **Collection of Deposits.** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the signature card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and given to us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and other/local clearinghouse rules/agreements. We are authorized to pursue collection of previously dishonored items (including re-resentation), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. This means that if an item is not paid you are fully responsible for all loss we may incur in seeking to collect the item for you.
- c. **Direct Deposits.** We may offer a direct deposit option allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts with us. If applicable, you must notify us at least three (3) business days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare, benefits or other payments via electronic or other deposit. If we are required to reimburse the federal or any state government, agency or authority for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law; and that you will be obligated to repay to us on demand any such sums.
- d. **Direct Deposit or Transfer Authorization/Bankruptcy.** If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.
- e. **Multiple Payees.** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A,B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).
- f. **Deposit at ATM and Night Deposit Facilities.** All deposits and payments made at an ATM that we own, or at one of our night deposit facilities are subject to the provisions and check collection procedures as disclosed to you in our Funds Availability Policy. Deposit transactions of cash and other items to your account(s) can only be accepted at specifically designated ATMs owned by us. Not all of our ATMs can process deposit transactions. If you make a deposit or payment at an ATM, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that the Credit Union finds in the envelope used to make the transaction. You further agree that the credit to account(s) for noncash items will be conditional until we can collect the item. If we cannot collect the amount of a noncash item, the amount will be deducted from your account.
- g. **Final Payment.** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose a return item charge as set forth in the Fee Schedule on your account without notice. If we incur any fee collecting any item, we may also charge such fee to any of your accounts with us. We reserve the right to refuse or to return all or any item or funds transfer. We also have the right to charge back against any of your accounts with us all deposits, transfers, or collection items, including checks presented for payment of cash, that are returned to us due to non-payment, as a reclamation by the United States Treasury, or if we are required to repay any amounts previously collected for any reason whatsoever. These rights apply regardless of whether the amount of the item has been available for your use, or the amount of time that has passed since the date of the deposit.

If for any reason you do not have sufficient funds in your accounts to satisfy our charge back, then all joint owners agree to pay us the amount charged back on demand, together with all fees and costs as set forth herein.

- 8. **Transactions From Your Account(s).** Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Policy in effect at the time of the deposit. Except as otherwise specifically provided in this booklet or other written agreement(s) with us, all withdrawals shall be made in person or by written order, duly executed or by power of attorney upon a form acceptable to us and duly authenticated. Payments upon your order may be made in coin, bills, or checks at our option. You also agree that your account(s) are not assignable or transferable except to us, unless specifically authorized by the Credit Union in writing.
- a. **Restrictions on Withdrawals from All Accounts.** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) days but not more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if you have sufficient funds available in your account to pay the full amount of your withdrawal orders or you have an overdraft protection plan. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow a withdrawal, and will advise when required by applicable law if, for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

In addition to the foregoing if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the member's possession of any large sums of cash from the moment possession of same is made available to the member; and member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal. If you request us to issue you a check via one of the Credit Union's automated services, such as Interra Connect, Interra Online, over the telephone, fax transmission, or other similar method, then all such checks shall be payable to the first named accountholder,

trustee, custodian, or as otherwise indicated on your account with us and will be mailed to your address of record. Limited circumstances may warrant an exception and must be approved by us.

- b. **Transaction Limitations for all Share Savings and Money Market Accounts.** During any calendar month, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, online banking, or audio response transfer or instruction. Of these six (6), you may make no more than three (3) transfers to a third party by check or debit card. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Any minimum withdrawal requirements are set forth in the Fee Schedule. If you exceed the transfer limitations set forth above in any statement period, we may reverse or refuse to make the transfer, and your account may be subject to closure by the Credit Union and a fee as stated in the Fee Schedule.

If payment is made directly to the depositor, you may make an unlimited number of withdrawals from these accounts in person, by mail, at an ATM, or by telephone if the withdrawal is mailed to you in a check. There is also no limit on the number of transfers you may make to any loan account(s) with us.

**Account Reclassification.** Pursuant to the requirements of Regulation D, the Credit Union may reclassify the type of an account if it determines the account has exceeded the transaction limitations herein. Upon reclassification your existing account(s) will earn dividends, if any are paid, at the rate applicable to the account classification assigned and otherwise be subject to all terms and conditions herein for the classification assigned.

- c. **Share Certificates.** Any share certificate accounts offered by the Credit Union are subject to the terms of this Agreement, applicable Truth-in-Savings disclosures, and any account receipt or certificate, which are incorporated herein by reference. IRA and HSA certificate accounts are also subject to the limitations imposed by federal law and regulations and to any limitations set forth in your Credit Union IRA or HSA Agreement, the terms of which are also incorporated herein by reference.
- d. **Checking/Share Draft Accounts.** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item.

The law permits us to pay items (such as checks) drawn on your account in any order even if paying a particular check or item results in an insufficient balance in your account. To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process these items. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF, or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the items (NSF). The amounts of the overdraft and NSF fees are disclosed in the Credit Union Fee Schedule. By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks without sufficient funds and incurring the resulting fees.

Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information, including restrictions or notations either written on, or otherwise attached to, any check or item except for your signature, the amount and the information that is magnetically encoded (e.g., "Paid in full," or "Void after 6 months"). You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.

You agree to take precaution in safeguarding your blank checks. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks, we will not have any liability or responsibility for any losses you incur as a result of fraud or forgery if we pay any such check in good faith pursuant to standard commercial practices.

Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s).

- e. **Telephone Transactions.** You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. You further agree that the Credit Union may rely upon the apparent authority of a person that is able to provide the Credit Union with the information we require to initiate a transaction by telephone. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we reserve the right to refuse to execute any telephone request or order. A fee, as disclosed in the Credit Union's Fee Schedule, may be imposed for telephone transfer requests taken by a Credit Union employee.
- f. **Temporary Holds.** To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 24-hours or more, and are used to protect the Credit Union. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; Therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover your transactions.

- 9. **Collection Items.** We may accept certain items — such as certain securities and checks payable in foreign currencies or at foreign locations — on a collection basis only. We route and process collection items separately from your other deposits. We normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, we may debit your account for the amount of the item. We may also receive items from other financial institutions on a collection only

basis. Upon presentation of a collection item we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us.

We charge fees for processing collection items (incoming and outgoing) as set forth in the Fee Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Otherwise, the other financial institution may subtract its fee from the amount of the payment we receive. Any fees may apply even if the collection item is returned unpaid.

10. **Account Rates and Fees.** Our payment of dividends on your account(s) is subject to the account rates, fees, compounding and crediting policies and balance requirements set forth in this Agreement and any applicable Truth-in-Savings disclosure or rate sheets. Fees applicable to all accounts and account services are set forth in the Fee Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Fee Schedule. You agree that we may change the Fee Schedule at any time upon proper notice as required by law.
11. **Authorized Signature.** We are authorized to recognize any signature on an Account Card or document, but will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. Also, if you authorize the use of a facsimile signature, we shall not be liable for honoring any instrument that appears to bear your facsimile signature, even if made by an unauthorized person.
12. **Account Access.** You may make deposits, withdrawals, transfers and other authorized transactions from your account(s) in any manner specifically permitted by us, subject to the limitations and restrictions set forth in this Agreement or as otherwise provided for by applicable law.
  - a. **Authorized User(s).** You should exercise caution in providing authority, information, documentation or access devices to others. All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. You and the person authorized (as defined herein) shall be jointly and severally responsible to the Credit Union for all such access or use of your accounts and services with us.
  - b. **Access to Account Information.** You agree that all owners, authorized signers, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. You acknowledge and agree that any owner of a joint account or service, any authorized signer, or any co-borrower may provide authority to others, or may make transactions involving others, who will have access to all such information as to all owners and/or co-borrowers. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information contained on your consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement.
  - c. **Sharing Information with Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Other Lien Holders.** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection.
13. **Powers of Attorney.** The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we incur and agree to indemnify us for any loss or other expense we incur from our acceptance of your Power of Attorney.
14. **Overdrafts and Overdraft Protection Plan.** An overdraft occurs when you make or authorize any transaction that exceeds the balance in the account you access by check, electronically, or otherwise or if we impose a fee that exceeds the balance in your account(s) ("NSF Transaction"). Unless you have an approved overdraft protection plan established with us, meaning you have authorized us to pay overdrafts via a designated overdraft protection source that has sufficient available funds or credit, you agree not to cause any NSF Transaction on any of your accounts with us. The Credit Union, in its sole discretion, may pay any NSF Transaction via an established overdraft protection plan or via a courtesy overdraft program or otherwise on a case-by-case basis, but has no obligation to do so, or to continue to do so. We may impose a fee as set forth in the Fee Schedule for any NSF Transaction, whether paid or denied. You agree to pay to us promptly the amount of the NSF Transaction as applicable together with the fee pursuant to the Credit Union's policies. The Credit Union has no obligation to notify you of any NSF Transaction or charge that creates an insufficient funds balance in your account(s).

You agree that the Credit Union may utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Authorized acts include, but are in no way limited to any transaction on your accounts, payments on your loans and other obligations whether pre-authorized or otherwise, any default or transaction that exceeds your authorized credit limits. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users.
15. **Postdated and Stale Dated Drafts.** We may pay any draft without regard to its date unless you notify us in writing of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. 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, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.

16. **Stop Payment Orders.** If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a stop payment order on the instrument. You can notify us by mail, telephone, electronically, or in person. Your stop payment order will take effect when we record it on your account. A stop payment order will not be valid and binding on us unless it includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. If this is a multiple party account, we will accept a stop payment order from any owner regardless of who signed the instrument or otherwise authorized the transaction. Only the person placing the stop payment order may release the stop payment order. You will be charged a fee, as set forth in the Credit Union's Fee Schedule, for each stop payment order you give, which sum may be transferred by us from any owner's account(s) or paid directly to the Credit Union. If you give an oral stop payment order that is not confirmed in writing by you within fourteen (14) days, your stop payment order will expire and the instrument may thereafter be paid by us. If you provide written confirmation, your stop payment order will be effective for at least six (6) months.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment if we did not receive a written confirmation by you within the required time; (2) more than six (6) months after your written order to stop payment, (3) through inadvertence, oversight or accident, we honor any postdated check; or (4) if you fail to provide us with complete or accurate information. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order. This means that you are required to reimburse us for any loss or damages and reasonable costs, expenses or attorneys' fees that we incur in defending the Credit Union against any claims or demands made against us as a result of following your stop payment order.

17. **Legal Process and Other Adverse Claims.** Should we receive any legal process, including any summons, order, injunction, execution, distraint, levy, or lien, (hereafter called "Process"), or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability, refuse to honor orders to pay or withdraw sums from the account(s) and either hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction, or pay the balance over to the source of the Process. We may also refuse to allow a withdrawal if there is a dispute between owners about the account or if the account secures any obligations owed to the Credit Union. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s).
18. **Statements.** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement, describing all activity on your account(s) during the statement period as required by law. The periodic statement will consolidate all account and/or loan information, excluding credit card information. If you have a multiple party account and/or loan we are only required to provide one periodic statement to any of the account owners/borrowers identified on the Account Card and/or loan. Further, you understand and agree that we are authorized to send statements jointly and/or to any individual owner or borrower even though all parties receiving the statement may not be owners or borrowers on all of the accounts or loans addressed in the statement. If provided electronically, you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy/download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by you an owner.

For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Fee Schedule for each requested item and/or for research as applicable.

- a. **You Must Examine Your Statement of Account With "Reasonable Promptness."** If you discover (or reasonably should have discovered) any unauthorized signatures or alteration, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

- b. **Your Duty to Notify Us.** You agree that the information in each statement will be considered correct for all purposes and we will have no liability whatsoever unless you notify us in writing within the time described in this section. If you do not receive a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.
  - c. **Fiduciary Accounts.** Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery.
19. **Change of Name or Address.** You are responsible for promptly notifying us of any change in your name or change of address, including your e-mail or other electronic address. We may require that your notice be provided to us in writing. We will attempt to communicate with you only by use of the most recent address you have provided to us. In the absence of such notice by you, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you provided to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, in its discretion: (1) impose a service fee, as set forth in the Fee Schedule, to determine your current address or location; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

20. **Dormant Accounts.** If your account has had no activity under any sub-accounts for a period of two (2) years, except for dividend credits, we may classify your account(s) as dormant. Although having no obligation to do so, we reserve the right to not classify a particular account as dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Fee Schedule if your account is deemed dormant. You authorize us to transfer funds from another account of yours to cover any such fees. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union 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 be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.
21. **Termination of Account(s) and Service(s).** We, in our sole discretion, may terminate, limit or restrict, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any loss, or deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; or (13) you violate any Credit Union policy, procedure or standard or any law, regulation or rule. We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. Any of you may terminate an account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.
- Residence Outside the U.S., Its Possessions or Territories.** We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. You will have a period of thirty (30) days from the date you move to close or deactivate your checking account(s). Thereafter, the Credit Union may close your checking account(s) and related services as set forth herein.
- Duty to Cooperate.** You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).
- Maintaining Par Value.** If your membership account balance falls below the required par value for membership, then your membership may be terminated by us pursuant to the Credit Union's bylaws. Upon termination, the Credit Union may charge a fee as set forth in the Fee Schedule.
22. **Membership Termination.** You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions. You further agree that we can terminate your membership for cause based on any of the circumstances defined in this Agreement; without notice or further action. Upon termination, no transaction(s) will be allowed.
23. **Death of Account Owner.** We may continue to honor all transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all transactions you authorized for a period of ten (10) days, unless we are ordered not to do so by a person claiming an interest in your account(s). We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express instructions in the Account Card (i.e., Payable on Death Beneficiary). If no express beneficiary(ies) is provided, then all funds on deposit will be paid to the estate of the accountholder. If there is no estate, then the Credit Union may, but has no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require satisfactory documentation be provided regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In case of the death of a joint account owner, the deposits will be subject to additional provisions of this Agreement.
24. **Statutory and Consensual Liens on Shares.** By signing an Account Card or other agreement conveying a pledge or security interest in shares, or by your use of any accounts or services, you grant us and we impress a lien on any and all funds ("shares") in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any owner's contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent or secondary. Payment of any sums to a joint owner, beneficiary or other party will be subject to payment of all outstanding obligations owed to us.
- You agree that this lien is impressed as of the first date that any applicable account is opened with us. This lien secures all debts you owe us pursuant to any loan agreements; under this Agreement; arising from any insufficient funds item; fees; costs; expenses; or otherwise. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us without any notice to any account owner or other party.
- If, at any time, you sign as a Co-Signer, Co-Borrower or Guarantor, you agree that funds may be applied from any account in which you have a beneficial interest to secure any obligation owed to us, regardless of your ownership interest in the account.
25. **Right of Set Off.** You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.
26. **Collateral Preservation.** You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. The Credit Union has the right to preserve this collateral and may use appropriate administrative procedures to safeguard such funds if the Credit Union at any time feels such collateral may be impaired due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law without notice to any owner. In the case of any bankruptcy proceeding the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender such collateral absent the owner's filing an appropriate motions and the entry of an order finding or otherwise providing for adequate protection of the Credit Union's rights in such collateral.
27. **General Limitation on 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: through no fault of ours, your account does not contain enough money to make the transaction; circumstances beyond our control prevent the transaction; your loss is caused by your negligence or by another financial institution; or the money in your account is subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful federal. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by us. You grant us the right, in making payments of your funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form. You agree that the person(s) establishing any account with us are solely responsible for the structure and information provided for the account (e.g., owner(s) name(s), Social Security or other Tax ID Number, trustee(s), custodian(s), etc...); and we provide no advice and make no representations regarding the structure of any account(s) or other services. The Credit Union will not have any responsibility or liability to you or others relating to the dishonor or other return of any check, draft, ACH transaction or other order occurring as a result of our exercising our lien rights or freezing any accounts in order to protect or preserve such rights; insufficiency of funds; or otherwise.
28. **Recording Conversations.** You understand and agree that for our mutual protection we may record any of our telephone conversations.
29. **Information About Your Accounts and About You.** Generally, we will not disclose information to third parties about your account(s) or about you without your permission. However, we may disclose information; (1) when it is necessary to complete transfers or transactions; or to send notice of dishonor or nonpayment; (2) to our accountants; (3) to state or federal government regulators; (4) to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime; (7) to comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute; (8) to furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information; or (9) when we are attempting to collect an obligation owed to us. In addition, you understand and agree that we may, from time to time, request and review consumer credit reports and other information about you prepared by credit reporting agencies or others. You will be responsible to pay all legal, copying and other expenses incurred by us or payable pursuant to the Fee Schedule regarding any subpoena or other legal process.
- You may apply for additional financial services, or seek to refinance your loan and other obligations from time to time with other lenders or financial service providers. You may also seek to sell, trade, transfer or exchange collateral pledged to secure your obligations to us. You authorize and specifically grant us permission to provide orally, electronically or in writing "payoff" and other information including the amounts you owe on all obligations to us, if we receive a request which we in good faith believe to be related to any such application, refinancing, sale, trade, transfer or exchange. To expedite such transactions for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.
30. **Costs, Expenses and Attorneys' Fees.** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) if it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) if we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Agreement or otherwise; (3) if we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) if we bring any action contemplated in this Agreement; (5) if we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process involving your accounts or services with us; or (6) if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.
31. **Right to Refuse Instructions/Orders.** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections.
32. **Miscellaneous.** In this Agreement, except as otherwise indicated, the singular includes the plural and the masculine includes the feminine and the neuter. Further, this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of **Indiana** which law together with specifically applicable federal laws govern this Agreement unless specifically applicable law expressly requires otherwise. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of **Indiana**. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. The terms and conditions of any account or service, including the method of determining dividends, may be changed by the Credit Union upon written notice, or as required by applicable law. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the

remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other transactions. Any such waiver shall not modify the terms and conditions of this Agreement. Transactions involving a loan will not alter the terms or conditions of the loan agreement(s), but will remain subject to the terms and conditions of this Agreement where not inconsistent with the loan agreement. In the case of any conflict, the loan agreement will govern.

The Credit Union will retain and follow only your most recent Account Card. The Credit Union will consider any omission from your current Account Card of information that was included in a previous Account Card of yours to have been intentional. Thus, for example, if your earlier Account Card designated a POD beneficiary and your current Account Card has no POD beneficiary designation, we will assume that you want your share accounts to pass to your estate at your death. If there is a dispute between owners or any other parties claiming an interest in any account(s) or transaction(s); if there is any dispute regarding ownership, entitlement, payment, an owner's intent or instructions, or otherwise with regard to any account or any transaction; or if we receive inconsistent instructions or claims, we can in our sole discretion: (1) suspend or terminate the account(s) and require a court order; (2) require an agreement in writing that we deem sufficient; (3) file an interpleader or similar action and pay any sums in dispute into a court or other appropriate entity; or (4) take such other action as we deem appropriate.

33. **Amendments and Changes.** Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. If a change to a multiple account or service is requested, we may require that all multiple owners indicate their consent by signing our document evidencing the change. As set forth herein, the Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law.
  34. **Organization or Business Accounts.** Accounts held in the name of a member, organization, or association for business purposes are subject to the same terms set forth in this Agreement and the following additional rules. The account owners agree to inform us of the persons authorized to transact business on behalf of the business or organization in a resolution acceptable to us. The parties identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution, as applicable, and corresponding Account Card until such time as we are informed of changes in a written document signed by any owner, officer or director of the organization that is actually delivered and received by us. We may require that third party checks payable to an organization not be cashed, and be deposited to a business account. Further, if a resolution or Account Card identifies the member/owner as an organization of any type; or if the Credit Union determines that any account is used for any business or organizational purpose, such account is deemed to be a "business account" and may be subject to additional fees or other requirements.
  35. **Multiple Party Accounts.** Any or all owners can make deposits or withdrawals regardless of contributions. To make withdrawals, an owner must have his or her signature on file with us. If only one owner has signed a signature card, the account may be treated as an individual account. Each owner guarantees the signature of all other owners. We may accept orders, instructions, and requests for future accounts or services from any owner. Any owner may withdraw funds, stop payment of items, transfer or pledge to us all or any part of the shares in any account, and block, terminate or discontinue or close any transaction or service without the consent of the other owner(s). We have no obligation to notify the other account owner(s) of any pledge or other actions, orders or instructions by any owner. If there is a dispute between owners, if there is any dispute regarding ownership of an account or any deposit to an account by an owner or a party who we in good faith believe has a right to assert a claim or dispute (such as a personal representative of an owner), or if we receive inconsistent instructions, we can suspend or terminate the account(s) and require a court order or require an agreement in writing concerning any transaction on the account(s). Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any transaction(s) on a multiple party account, regardless of the drawer, user or authorized user who orders or causes said transaction(s). The Credit Union reserves the right, under any circumstance, to require written consent by all multiple owners prior to fulfilling a request from one account owner.
- We have the right to endorse any drafts, checks, or other orders for the payment of money made out to any of the owners. Once endorsed, we can deposit them in the multiple party account, or we can endorse them for deposit by using a stamp to show a general endorsement for the account. Each owner appoints the others as his or her agent to endorse, deposit, withdraw, cash and conduct business for the account. Any owner may pledge to us the funds in any account to secure any joint or individual obligation to us. Once endorsed, the money can be taken in cash or deposited into the multiple party account. You agree that any money in this account can be paid to any one or more of the owners. This payment can be made on the orders or instructions of any owner(s), whether or not the other owners are alive at the time of the payment. If we make a payment following these rules, you release us from liability.
- Rights of Survivorship:** Unless your Account Card specifically indicates otherwise, you agree that it's your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us. Once a multiple party account is opened, one owner cannot remove another from the account, unless approved by the Credit Union. Further, the Credit Union reserves the right to require any changes to the account be made in writing signed by all account owners.
36. **Payable on Death.** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card. Owner(s), during their lifetime, may change any designated beneficiary by written direction to us. Unless your Account Card provides otherwise, accounts payable to more than one beneficiary are to be treated as joint tenancies without rights of survivorship. This means that surviving beneficiaries, if more than one, are entitled to a pro-rata portion of the amounts in the designated account(s). If the named beneficiary is not living at the time the account(s) is paid, then the estate/heirs of the deceased beneficiary will be paid a pro-rata portion of the amounts in the designated account(s).

POD beneficiary designations do not apply to IRA/HSA accounts, but instead, are subject to your IRA/HSA Agreement/Certificate. The Credit Union has no obligation to notify any beneficiary of any POD account or the vesting of his or her interest. Further, the Credit Union is also entitled to all additional protections provided by applicable law regarding the payment of sums on deposit in POD accounts. If any beneficiary is not of legal age at the time the account(s) are to be paid to the beneficiaries, then said amounts will be paid to the legal guardian of such beneficiary. If the minor has no legal guardian, then the funds shall be retained in an account similar to the account from which the funds are payable, or such other account for which the deposit may qualify if no longer entitled to the benefits of the original POD account based on the terms we offer, until such time as the beneficiary reaches legal age or we receive an appropriate court order directing to whom payment is to be made.

37. **Uniform Gifts to Minors Act and/or Uniform Transfers to Minors Act ("UGMA/UTMA").** All grantors, custodians, and beneficiaries are subject to the terms of this paragraph. If you have signed an account as custodian for a beneficiary under an applicable UGMA/UTMA, your rights and duties are governed by the applicable Act. We have no duty to inquire into the use of any funds or purpose of any transaction by the account custodian/trustee. Upon the death of the account custodian/trustee where no successor custodian/trustee is appointed pursuant to applicable laws, we may place an administrative freeze on the account until we receive instructions from a person authorized by law to withdraw funds or an appropriate court order. Successor custodians/trustees shall provide documentation required to evidence compliance with applicable laws which meet our satisfaction. It is understood that funds deposited into such an account belong to the beneficiary. For this type of an account, the beneficiary's SSN/TIN is used for Backup Withholding Certification. When the beneficiary reaches the age of twenty-one (21), the funds in the UGMA/UTMA may be paid to or withdrawn by the beneficiary without notice or further action by us. If the applicable UGMA/UTMA provides for distribution at an earlier age, the funds in the UGMA/UTMA may be paid to or withdrawn by the beneficiary without notice or further action by us when the beneficiary reaches the designated age. Unless the Account Card provides otherwise, it will be conclusively presumed that the applicable UGMA/UTMA is that of the State of Indiana. When the beneficiary reaches the required age, the authority of any custodian(s) will be terminated. If the beneficiary wishes to retain an account with us, the beneficiary can execute a new Membership Application and Account Card. Any authority to make transactions will then be governed by the new Account Card.

38. **Minors Accounts.** For any account established by or for a minor, we reserve the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may require that a minor sign the Account Card if the minor can sign his or her own name, but may accept the representative signature of the minor's apparent guardian or parent (e.g., "Mary Doe by John Doe, Father"). All parties to such an account acknowledge and agree that the minor's apparent legal guardian may make any and all transactions we allow on behalf of a minor. We may require a minor's signature on the Account Card before a minor can make an individual withdrawal on any account, but are not required to do so. We may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account other than in a custodial capacity. We have no duty to inquire of the use or purpose of any transaction by the minor or any account owner. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

39. **Custodial and Other Fiduciary Accounts.** The Credit Union may open other accounts pursuant to a court order or to facilitate your request for a trust, custodial, probate or other acceptable purposes. We make no representations and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instruction that may expose us to any expense or liability.

Any individual acting as an agent, guardian, personal representative, trustee, custodian or in some other fiduciary capacity must be designated to us as such on the Signature Card, as well as any other documentation we may require. We are authorized to follow the directions of any such agent/fiduciary until we receive written notice that the agency is terminated and have had a reasonable time to act upon the notice. Further, you specifically agree that we are not liable for the misapplication of funds by your agent/fiduciary.

## ELECTRONIC RECORDS, ELECTRONIC MAIL ("E-MAIL"), FACSIMILE AND OTHER ELECTRONIC SERVICES AND COMMUNICATIONS

1. **Electronic Records.** To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.
2. **"E-Mail" and Facsimile Communications.** You acknowledge and agree that the internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address gathered upon opening an account or service with us, the e-mail address in your Membership Application, Account Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may call the Credit Union at the telephone number listed on the back of this document.

**You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.**

3. **Links to Other Sites.** Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party website. Credit Union is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

## ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

**Your Rights and Responsibilities.** Indicated below are types of Electronic Funds Transfers (EFT) Interra Credit Union ("Credit Union") is capable of handling, some of which may not apply to your account. Please read this Agreement and Disclosure carefully because it tells you your rights and obligations for the transactions listed. You agree to abide by this Agreement and Disclosure, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any Card, Access Device, or service as amended, modified or revoked. You should keep this notice for future reference.

**Electronic Funds Transfer Initiated By Third Parties.** You may authorize a third party to initiate electronic transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and Credit Union information. This information can be found on your check as well as on a deposit slip. Thus, you should only provide your Credit Union and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

**Preauthorized Credits.** You may make arrangements for certain direct deposits to be accepted into your checking or share savings account(s).

**Preauthorized Payments.** You may make arrangements to pay certain recurring bills from your checking or share savings account(s).

**Electronic Check Conversion.** You may provide your check to a merchant or service provider who will scan the check for the encoded Credit Union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase or when you provide your check by other means, such as by mail or drop box.

**Electronic Returned Check Charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge for a check that is returned due to insufficient funds.

### INTERRA CONNECT (telephone banking)

**Types of Transactions.** You may access your account by telephone 24 hours a day at 574.533.7484 or 877.800.3228 using your personal identification number (PIN), a touch-tone phone, and your account number(s) to:

- Transfer funds between checking, share savings and line of credit accounts.
- Make payments from checking or share savings to loans accounts with us.
- Obtain balance information and transaction history for your accounts.
- Initiate requests that are available through the service.

### ATM AND DEBIT CARD TRANSACTIONS

**Types of Transactions, Dollar Limitations, and Charges.** You may access your account(s) by ATM using your ATM card and personal identification number (PIN), or debit card and PIN, to:

- Make deposits to authorized share accounts
- Withdraw funds from authorized share and loan accounts\*
  - you may withdraw no more than \$300.00 per day
- Transfer funds between authorized share and loan accounts\*
- Make Credit Union loan payments (not available for some mortgage payments):
  - by transfer from authorized share accounts
  - through deposit at Credit Union owned ATM machines
- Obtain balance information on authorized share and loan accounts\*
- Change your PIN at Credit Union owned ATM machines

\*We will charge \$1.00 for each inquiry, withdrawal, or transfer done at any ATM we do not own or operate.

There will be no charge for the first ATM or debit card issued to the member or joint owner; the Credit Union may impose a replacement card fee of \$5.00 for additional cards.

Withdrawals, deposits or purchases made on weekends or holidays are considered next business day transactions and are reflected on your statement as such. The maximum daily limit is subject to the balance in your account at the time the transaction is requested. Some of these services may not be available at all terminals.

**Types of ATM Card Point-of-Sale Transactions and Dollar Limitations.** You may access your checking or share savings account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

- you may not exceed \$500.00 in transactions per calendar day

**Types of Debit Card Point-of-Sale Transactions and Dollar Limitations.** You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

- you may not exceed \$1000.00 in transactions per calendar day

**Currency Conversion and Cross-Border Transaction Fees.** If you effect a transaction with your MasterCard™ debit card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 80 basis points (.8% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .8%. The Cross-Border Transaction fee is charged on all cross-

border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Please see your Cardholder Agreement for additional information relating to the use of your ATM or debit card.

### INTERRA ONLINE TRANSACTIONS

**Types of Transactions.** Via personal computer, you may access your account(s) through our website, [interracu.com](http://interracu.com). With the use of your account number, access code and multifactor authentication security data, you will have access to:

- Transfer funds between checking, share savings and line of credit accounts.
- Make payments from checking or share savings to loans accounts with us.
- Obtain balance information and transaction history for your accounts.
- Obtain such products and services that are available through the service.
- Initiate requests (such as stop payments on checks, etc.) that are available through the service.
- Establish and manage e-Alert notifications.

All fund transfers are subject to the rules and regulations governing the relevant accounts (for example, Regulation D limitations on transfers made from savings and money market share accounts.) Please see your Online Agreement for additional information relating to the use of Interra Online.

### INTERRA BILL PAY TRANSACTIONS

**Types of Transactions.** Upon approval, via personal computer, you may access your account through our website, [interracu.com](http://interracu.com). With the use of your account number, access code and multifactor authentication security data, you will have access to:

- Initiate electronic bill payments from your designated checking account in the amounts and on the days you request.
- Edit and delete these payments.
- Designate payments to recur automatically.
- Obtain information (payee, payment status, etc.) regarding your payments.

### Limitations.

- There is a dollar limit of \$5,000.00 per transaction, or the available balance in your designated checking account, whichever is less
- You may schedule payments up to a maximum of 250 payees located in the United States.
- You must allow sufficient time for the payee to receive and process the payment before the payment due date. In many cases, your bill payments are electronically delivered to the payee within two business days of the processing date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take five business days to process and deliver to the payee

All bill payments initiated through Interra Bill Pay are subject to there being sufficient funds available in the affected account to cover the transfer on the processing date. Please also refer to the Credit Union's Online Agreement for additional information and requirements.

**Stop Payment.** To stop payment after the scheduled processing date, you will need to make your request by calling the Interra Bill Pay Assistance Line. If you call, we may also require you to put your request in writing and send it to us within fourteen (14) days. In addition, you will be charged a fee, as set forth in the Credit Union's Fee Schedule, for each stop-payment order you give. All written or verbal notices should be directed as follows:

Interra Credit Union  
Attn: Electronic Service Specialist  
P.O. Box 727, Goshen, IN 46527-0727

Interra Bill Pay Assistance Line  
(Available 24/7): 800.235.8261

Please see your Online Agreement for additional information relating to the use of Interra Bill Pay.

### FEES

We do not charge for direct deposits to or preauthorized payments from any type of account. Except as indicated elsewhere, we do not charge for these electronic funds transfers.

**Interra Online and Bill Pay Services.** There is no charge for use of these services. If any bill payment or related charges results in non-sufficient funds, or if any bill payment is made using your available Courtesy Pay limit, you will be charged a fee as set forth in the Credit Union's Fee Schedule.

**ATM Operator/Network Fees.** When you use an ATM that is not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

### DOCUMENTATION

**Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can reach us by calling 574.534.2506, through Interra Connect at 574.533.7484, or via Interra Online at [interracu.com](http://interracu.com) to find out whether or not the deposit has been made.

**Periodic Statements.** You will receive a monthly account statement from us for your checking accounts. You will receive a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three (3) business days, or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

You will be charged a fee, as set forth in the Credit Union's Fee Schedule, for each stop-payment order you give.

**Notice of Varying Amounts.** If these regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. (You may choose to instead 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 you have set.)

**Liability for Failure to Stop Payment of a Preauthorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## OUR LIABILITY

**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 will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the maximum amount of any related line of credit or overdraft protection limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If the funds in your account are subject to legal restrictions, such as garnishment or attachment, or if the account is subject to a pledge or security agreement.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- There may be other exceptions stated in our agreements with you.

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- If you give us your written permission; or
- As explained in our separate Privacy Disclosure.

## UNAUTHORIZED TRANSFERS

**Consumer Liability.** You should tell us at once if you believe your card, code or any record thereof, has been lost or stolen, if your account has been accessed without your authority, or if you believe that someone has transferred or may transfer money from your account without your permission. In addition, telephoning is the best way of keeping your possible losses down, but you may also notify us by writing to the address listed in this disclosure. You could lose all of the money in your accounts (including the maximum amount of any related line of credit or overdraft protection limit). If you tell us within two (2) business days of the loss, theft or unauthorized access, you can lose no more than \$50.00 if someone used your card, code or otherwise accessed your account(s) without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized access, and we can prove we could have stopped someone from using your card, code or otherwise accessing your account(s) without your permission if you had told us, you can lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available to you, you may not get back any of the money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us on time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

**Additional Limits on Liability for MasterMoney™ Card, When Used for Point-of-Sale Transactions.** You will not be liable for any unauthorized transactions using your MasterMoney™ card, when used for Point-of-Sale transactions, if:

- You can demonstrate that you have exercised reasonable care in safeguarding your card from risk of loss or theft
- You have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and
- Your account is in good standing.

If any of these conditions are met, your liability is the lesser of \$50.00 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

## ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, immediately telephone us at 574.534.2506; or write us at Interra Credit Union, Attn: Electronic Services Specialist, P.O. Box 727, Goshen, IN 46527-0727. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Be sure to:

- Tell us your name and account number.
- Describe the error or 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 verbally, we may require that you send us your question or complaint in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a new account) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign initiated transfer) to investigate your question or complaint. If we decide to do this we will credit your account within 10 business days (20 business days if the transaction involved a new account) 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 question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We

will tell you the results within 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 we used in our investigation.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## ATM AND DEBIT CARD CARDHOLDER AGREEMENT

This Cardholder Agreement ("Agreement") is between Interra Credit Union (hereinafter "we, us, our or Credit Union"), and each member who has applied for our ATM or debit card (hereinafter referred to as "Card" ) together with any person who is authorized by a member to use or access these services (hereinafter referred together as "you, your or yours").

The Credit Union's card services are additional "electronic" services provided to increase the convenience of our members. This Agreement supplements the other terms and conditions set forth in the Credit Union's Membership and Account Services Agreement and all related disclosures (collectively referred to as the "Membership Agreement"), which you have previously received and agree to. To the extent that there is any conflict between the terms of the Membership Agreement and this Agreement, this Cardholder Agreement will govern our relationship with you.

You understand that by signing an application, completing and submitting an application, or the acceptance, retention or use of these services, you agree to the terms and conditions of this Agreement. Further, you agree to abide by any terms or conditions which may be added because of future enhancements to our electronic services.

### Definitions.

**"Access Device"** means any ATM card, debit card, stored value card or other electronic access device and/or any codes, passwords or personal identification numbers that we issue to allow you to access and/or use any account or other services.

**"Authorized User"** means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

**"PIN"** means personal identification number.

**General Rules For Using Your Access Devices.** You acknowledge and agree to the following:

- Your Card remains the property of the Credit Union and will be surrendered immediately to the Credit Union upon request.
- To never allow anyone to use, borrow or obtain your Card and PIN. By giving your Card and PIN to another person, you take responsibility for all transactions made by that person or by anyone else to whom that person gives the Card and PIN until you notify us to cancel your Card and issue a new Card.
- You shall be responsible for maintaining your Card and PIN with maximum security and confidentiality.
- To be responsible for all authorized uses of your Card and to notify us immediately if you suspect any fraudulent activity.
- The Credit Union reserves the right to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your Access Devices.
- To use caution when using any ATM or other electronic terminal or device to complete any transaction. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a transaction or other visit to any ATM or other electronic terminal location. You or any user assume the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
- An Access Device may be issued to any member or joint owner when qualified under the rules, regulations and by-laws of the Credit Union.
- If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Credit Union's Fee Schedule.
- The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
- The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
- You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.
- The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
- The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
- You will not use your Access Devices to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.
- We do not promise everyone will honor your Card, and we have no obligation to you if anyone refuses to accept your Card. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card, or otherwise fails to provide any services made available to you by the Credit Union.
- Your monthly statement will identify the merchant or electronic terminal location at which the transaction took place. You should retain documentation furnished to you at the time of the transaction in order to verify against your monthly statement.
- The Credit Union can not stop payment on any point-of-sale transaction.
- You understand that you must keep your savings and checking accounts open in order for your Access Devices to remain valid. You agree to return all Cards if you close your account(s), or upon request.

**Additional Provisions Related To The Debit Card.** In addition to other disclosures made to you, the following applies directly to the use of the debit card and will supersede subsequent disclosures where applicable.

- A transaction initiated with your debit card is an order by you to charge your primary checking account and is subject to all rules applicable to that account. The available balance in your primary checking account will be reduced by the amount of any transaction for

which the merchant has received an authorization from us, even if documentation evidencing a transaction has not been received and processed by the Credit Union. Upon receipt of said documentation, any hold placed on the funds in your account for the amount of the transaction will be deducted for the amount of the transaction. You agree to release the Credit Union from liability based upon failure to authorize subsequent point-of-sale (POS) transfers and/or failure to pay other items drawn on your primary checking account because the processing of a previously authorized POS transaction may not be completed.

- Merchants and others who honor the debit card or related Access Devices may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.

**Termination and Amendment.** The Credit Union reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary, without prior written notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's account records. It is the obligation of each member to provide new addresses to the Credit Union.

**Access Device Revocation.** Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as result of insufficient or uncollected funds on an account.
- Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
- Account delinquency with the Credit Union, including but not limited to, loans or credit cards.
- Forced closure of a share or share draft account at the Credit Union due to misuse.
- Any other situation in which the Credit Union deems revocation to be in its best interest.

## PRIVACY DISCLOSURE

At Interra Credit Union, the basis of each member relationship is trust. Many of our relationships span generations and we want to ensure that this continues. You have chosen to do business with us and we appreciate, honor and will guard our relationship with great care, beginning with the information you have chosen to share with us. We believe that your privacy should not be compromised.

At the same time, we want to offer you the appropriate financial products and services you need to accomplish your financial goals. We believe we can accomplish both objectives by adhering to the practices described below. In this Disclosure, the terms "we, our, or us" refers to Interra Credit Union; the terms "you or your" refers to all members, consumers, borrowers and guarantors.

**Information We Collect.** We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications, other forms and any communications you send to us, including electronic messages;
- Information obtained when verifying the information you provide on an application or other forms, such as from your current or past employers or from other institutions where you conduct financial transactions;
- Information about your identity such as your name, address, phone numbers, social security number and driver's license number;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from consumer reporting agencies; and
- Information we receive from your accessing our website.

- a. **Website Information.** Use of our website or linking to a site we sponsor requires the use of "cookies," which are small pieces of information a website stores on a visitor's web browser to remind the site about the user the next time the site is visited. You can set your web browser to tell you when a "cookie" is set or to prevent a "cookie" from being set. Some sites collect additional information in their "cookie" files by asking customers to voluntarily provide information, such as when registering before entering a site.
- For your protection, we use "cookies" for security purposes with our online transactions and web based applications and communications (for example, terminating a session if the member forgets to log out); therefore, you must accept "cookies" to conduct these activities. We do not store confidential or sensitive information through the use of cookies.
  - Some of the non-identifying information that our server automatically collects may include: (1) date and time our site was accessed; (2) domain name and Internet Protocol (IP) address (for example, "aol.com"); (3) web browser used; (4) what pages were accessed; and (5) city, state and country.
  - Our use of cookies enhances our members' online transactions and eases navigation through our website. This information is used for the sole purpose of tracking information and to compile statistics to help us improve the site so that its users will find it more helpful and informative. You may access our website at any time without accepting a "cookie." "Cookies" collected by us do not read additional data off your hard drive and do not read "cookie" files created by another website.

- b. **Using Our Internet Transaction Services.** When you register for one of our internet transaction services, we compile a profile for you for that service (e.g., name, address, account number, logon ID, etc.). Each time you use our internet banking services, we collect your logon identification, information about the transactions that you complete and the informational pages of our website that you visit while using the service. We use your profile in responding to your inquiries about our services. We also use the transaction information in the aggregate to assess and improve our services. We use specific transaction information for servicing purposes (e.g., billing). We use both your transaction information and the informational pages of our website that you have visited to determine your financial needs so that we can offer our other products and services to you.

- c. **E-Mail.** When you send us an e-mail, we maintain your e-mail address to respond to your questions or comments, or to send you information and offers regarding the Credit Union's services.

**Information We Disclose.** We are committed to providing you with competitive products and services to meet your financial needs, which necessitates that we share information about you to complete your transactions and to provide you with certain financial opportunities.

- We may disclose information we collect about you to nonaffiliated third parties under circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of our Credit Union, follow your instructions as you authorize or protect the security of our financial records.
- As part of our commitment to provide you with competitive products and services, we may share information about you with our affiliate, Members' Financial Management Center, Inc., which provides brokerage and insurance services.
- In addition, we have entered into agreements with other companies that provide either services to us or additional financial products for you to consider. We may disclose all of the information we collect, as described above, to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements. To protect your privacy, we only work with companies that agree to maintain the confidentiality and security of your private information and who limit the use of information we provide. We do not authorize these companies to sell to other third parties the information we provide to them.

**Information About Former Members.** If you terminate your membership with us, we will not share information we have collected about you, except as permitted or required by law.

**Security.** We are committed to the security of your financial and personal information. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. Our employees are trained in the importance of maintaining confidentiality and member privacy. We also maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**What You Can Do to Protect the Security of Your Information.**

- Routinely review and reconcile your account statements.
- Keep information with us current. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately. If your address or phone number changes, please let us know.
- If you become aware of incorrect information either in our records or as reported by us, please notify us in writing at Interra Credit Union, P.O. Box 727, Goshen, IN 46527-0727, or via e-mail at [msg@interracu.com](mailto:msg@interracu.com) and we will make the necessary corrections promptly.
- Protect your account records, passwords, logon identification and other information pertaining to your relationship with us.
- NEVER reveal your access codes, passwords or personal identification numbers to anyone - ever! Attempts to break these passwords are monitored by special software, which will only allow a few attempts before the password needs to be reset personally in one of our branches. If you think any of your passwords have been compromised, change them immediately!
- Do not leave your computer while you are in the midst of an online session or transaction.
- When you are finished using any of our online services, be sure to log off the system before visiting other websites.
- If other people have access to your computer, clear your browser's cache in order to remove copies of web pages that may have been stored temporarily on your system.

**Links to Third Party Websites.** Our website may contain links to third party websites. We provide these links as a service to you. When you link to a third party website you leave our website. We want you to be aware that we are not responsible for the privacy practices of any other website. We encourage you to read the privacy policies of any website you access, especially if individual identifying information is being collected. We are not affiliated with or an agent of any third party website that you link to via our website.

**Limitations.** In accordance with the Gramm-Leach-Bliley Act and its implementing regulations, the practices described above apply only to nonpublic personal information about individuals who obtain financial products or services primarily for personal, family or household purposes. They do not apply to information about companies or individuals who obtain financial products or services for business, commercial or agricultural purposes.

**Modifications.** We reserve the right to amend this Disclosure at any time without notice other than as expressly required by applicable law.

## FUNDS AVAILABILITY

This policy statement applies to all transaction accounts. Availability of funds deposited into all other accounts is at the discretion of Interra Credit Union.

**General Policy.** Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposits. Electronic direct deposits and wire transfers will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Holds on Other Funds.** If we cash a check for you that is drawn on another bank, 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. 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.

## LONGER DELAYS MAY APPLY

**Case-by-Case Delays.** 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 that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available 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 mail you the notice by the next business 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 by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 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 eleventh business day after the day of your deposit.

**Special Rules for New Accounts.** If you are a new member, the following special rules may apply during the first thirty (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 \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available no later than the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available no later than the eleventh business day after the day of your deposit.

**Deposits at ATMs.** Funds from any deposit (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply to ATMs that we own or operate. All ATMs that we own or operate are identified as our machines. All transactions made at our ATMs on weekends or holidays are considered next business day transactions and are reflected on your statements as such. Any account deposit or transfer after 2:00 p.m. may not be available to you until after 6:00 p.m. the next business day (Monday through Friday, excluding Credit Union holidays). For example, any deposits or transfers made at our ATMs after 2:00 p.m. on Friday will not be available until after 6:00 p.m. the following Monday, and may be further delayed if it is a holiday.

**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 institutions upon which it is drawn.

## TRUTH-IN-SAVINGS ACT DISCLOSURES

### MEMBER SHARE SAVINGS ACCOUNT

**Rate information** – The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union board of directors or such authorized officers.

**Compounding and crediting** – Dividends will begin to accrue on the business day you deposit cash, checks and other noncash items into your account. Dividends will be compounded and credited to your account every quarter.

**Dividend period** – For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Minimum balance requirements** – The minimum balance required to open this account is the purchase of a share in the Credit Union. For additional information please refer to the Par Value Requirements section under Common Features in the Membership and Account Services Agreement and Disclosures document. You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Transaction limitations** – During any month, you may not make more than six withdrawals or transfer to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or online banking. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

**Par value of a share** – The par value of a share in this Credit Union is \$5.00.

### SHARE SAVINGS ACCOUNT AND KID'S CLUB ACCOUNT

**Rate information** – The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union board of directors or such authorized officers.

**Compounding and crediting** – Dividends will begin to accrue on the business day you deposit cash, checks and other noncash items into your account. Dividends will be compounded and credited to your account every quarter.

**Dividend period** – For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Minimum balance requirements** – The minimum balance required to open this account is \$5.00. You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Transaction limitations** – During any month, you may not make more than six withdrawals or transfer to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or online banking. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

### CHRISTMAS CLUB ACCOUNT

**Rate information** – The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union board of directors or such authorized officers.

**Compounding and crediting** – Dividends will begin to accrue on the business day you deposit cash, checks and other noncash items into your account. Dividends will be compounded and credited to your account every quarter.

**Dividend period** – For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Minimum balance requirements** – The minimum balance required to open this account is \$5.00.

**Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Transaction limitations** – You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, online banking, or similar order to a third party.

**Fees and charges** – An excessive withdrawal fee of \$10.00 will be charged for each withdrawal in excess of one during a club year.

**Additional information** – The Christmas Club year is from November 1 to October 31. Final dividends for the club year will be credited to your account at the end of the business day of October 31. Unless otherwise requested, all Christmas Club funds will then be issued by direct deposit into your primary checking/share draft account. If in the event that you do not have a checking account, the funds will be deposited into your Member Share Savings account.

### SHARE SAVINGS ACCOUNT NO DIVIDEND

**Rate information** – This is a non-dividend bearing account.

**Minimum balance requirements** – The minimum balance required to open this account is the purchase of a share in the Credit Union. For additional information please refer to the Par Value Requirements section under Common Features in the Membership and Account Services Agreement and Disclosures document.

**Transaction limitations** – During any month, you may not make more than six withdrawals or transfer to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or online banking. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

### IRA/HSA SHARE SAVINGS ACCOUNT

**Rate information** – The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union board of directors or such authorized officers.

**Compounding and crediting** – Dividends will begin to accrue on the business day you deposit cash, checks and other noncash items into your account. Dividends will be compounded and credited to your account every quarter.

**Dividend period** – For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Minimum balance requirements** – The minimum deposit required to open this account is \$5.00. You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield. If this share type is the initial share opened in place of the Member Share Savings, then the minimum balance required to open this account is the purchase of a share in the Credit Union. For additional information please refer to the Par Value Requirements section under Common Features in the Membership and Account Services Agreement and Disclosures document.

**Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Transaction limitations** – You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, online banking, or similar order to a third party. Other transaction limitations, as specified in your IRA/HSA agreement, may apply.

### SIGN & SAVE SHARE SAVINGS ACCOUNT

**Rate information** – The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union Board of Directors or such authorized officers.

**Compounding and crediting** – Dividends will begin to accrue on the business day the Sign & Save transfer is posted or you deposit cash checks and other noncash items into your account. Dividends will be compounded and credited to your account every quarter.

**Dividend period** – For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Minimum balance requirements** – There are no minimum balance requirements to open this share account.

**Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Transaction limitations** – During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or online banking. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be subject to closure by the Credit Union.

**Additional information** – Please refer to the Sign & Save Debit Card Savings Program brochure for more detailed information regarding this service.

### SAVERS CLUB ACCOUNT

(This account type can no longer be opened.)

**Rate information** – The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union board of directors or such authorized officers.

**Compounding and crediting** – Dividends will begin to accrue on the business day you deposit cash, checks and other noncash items into your account. Dividends will be compounded and credited to your account every quarter.

**Dividend period** – For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Minimum balance requirements** – The minimum balance required to open this account is \$5.00. You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Transaction limitations** – You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, online banking, or similar order to a third party.

**Fees and charges** – An excessive withdrawal fee of \$10.00 will be charged for each withdrawal in excess of one during a calendar year.

**Additional Information** – Deposits into this account must be made by automatic deposit or transfer with an average minimum of at least \$7.00 per week (\$14.00 every two weeks). The intent of this account is to reach a \$500.00 balance (the minimum amount required to purchase a share certificate). The accountholders will have 30 days after receipt of the Savers Club letter to make an investment. After 30 days, the account balance will be transferred to the member's Member Share Savings account.

### CHECKING/SHARE DRAFT ACCOUNT AND HSA CHECKING

**Rate information** – The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the board of directors or such authorized officers.

**Compounding and crediting** – Dividends will begin to accrue on the business day you deposit cash, checks and other noncash items into your account. Dividends will be compounded and paid to your account every quarter.

**Dividend period** – For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

**Minimum balance requirements** – The minimum balance required to open this account is \$25.00.

**Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

## CHECKING/SHARE DRAFT ACCOUNT NO DIVIDEND

**Rate information** – This is a non-dividend bearing account.

**Minimum balance requirements** – The minimum balance required to open this account is \$25.00.

## OPPORTUNITY CHECKING

**Rate information** – This is a non-dividend bearing account.

**Minimum balance requirements** – The minimum balance required to open this account is \$25.00.

**Maintenance fee** - A maintenance fee will be imposed each month. Please refer to our separate Fee Schedule for additional information about charges.

**Transaction limitations** – The term of this account is twelve (12) months from the date the account is opened. No more than six (6) non-sufficient funds/overdrafts may occur during the term of the account. No other limitations apply to this account unless otherwise stated in the Common Features section of the Membership and Account Services Agreement and Disclosures brochure.

## MONEY MARKET SHARE ACCOUNT (MMSA)

**Rate information** – The MMSA is a tiered rate account. The dividend rate and annual percentage yield may change every day. We may change the dividend rate for your account as determined by the Credit Union board of directors or such authorized officers.

**Compounding and crediting** – Dividends will begin to accrue on the business day you deposit cash, checks and other noncash items into your account. Dividends will be compounded and credited to your account every month.

**Dividend period** – For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements** – The minimum balance required to open this account and to earn dividends is \$2,000.00. The dividend rate and annual percentage yield corresponds with a balance range for each tier (refer to Credit Union's Rate Sheet). Once a particular range is met, the dividend rate and annual percentage yield for that balance range applies to the entire account balance.

**Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Transaction limitations** – During any month, you may not make more than six withdrawals or transfer to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or online banking. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

## IRA, HSA & SHARE CERTIFICATES

**Rate information** – The dividend rate and annual percentage yield may change every week. We may change the dividend rate for your account as determined by the Credit Union board of directors or such authorized officers.

**Compounding and crediting** – Dividends will begin to accrue on the business day you deposit cash, checks and other noncash items into your account. Dividends will be compounded every month. Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another Interra account every month rather than credited to the share certificate.

**Dividend period** – For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements** – The minimum balance required to open this account is \$500.00. You must maintain a minimum daily balance of \$500.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Transaction limitations** – After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. Accrued dividends may be withdrawn only on monthly crediting dates, without penalty, by check or deposit to the members Interra account.

**Early withdrawal penalties** – (a penalty may be imposed for withdrawals before maturity)

- If the account has an original maturity of 1 month to 2 months:  
The penalty we may impose will equal 15 days dividends on the amount withdrawn subject to penalty.
- If the account has an original maturity of greater than 2 months to 3 months:  
The penalty we may impose will equal 30 days dividends on the amount withdrawn subject to penalty.
- If the account has an original maturity of greater than 3 months to 6 months:  
The penalty we may impose will equal 45 days dividends on the amount withdrawn subject to penalty.
- If the account has an original maturity of greater than 6 months to 12 months:  
The penalty we may impose will equal 60 days dividends on the amount withdrawn subject to penalty.
- If the account has an original maturity of greater than 12 months to 18 months:  
The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.
- If the account has an original maturity of greater than 18 months:

The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

In certain circumstances, such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA, HSA or other tax-deferred savings plan.

For any account which earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate this early withdrawal penalty will be the dividend rate in effect at the time of the withdrawal.

**Withdrawal of dividends prior to maturity** – The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** – This account will automatically renew at maturity. You may prevent the renewal if you notify us of your intention not to renew before maturity (or within the grace period mentioned below, if any) or by the withdrawal of funds in your account at maturity (or within the grace period mentioned below, if any). We can prevent renewal if we mail notice to you at least 20 calendar days before the end of the grace period. If either you or we prevent renewal, dividends will continue to accrue after final maturity for up to 10 calendar days. The dividend rate will be the new rate for certificates of the same term. Each renewal term will be the same as the original term, beginning on the maturity date, unless you certificate provides otherwise. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original terms share account. You will have a grace period of 10 calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**Additional information** – The fees and forfeitures listed in the above IRA/HSA disclosures are in addition to any penalties imposed by the Internal Revenue Code and the Internal Revenue Service.

## SMART SAVERS SHARE CERTIFICATES

**Term** – 12 months from the date of account opening.

**Rate information** – The dividend rate and annual percentage yield may change every week. We may change the dividend rate for your account as determined by the Credit Union board of directors or such authorized officers.

**Compounding and crediting** – Dividends will begin to accrue on the business day you deposit cash, checks and other noncash items into your account. Dividends will be compounded and credited to your account every month.

**Dividend period** – For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements** – The minimum balance required to open this account is \$100.00. You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Transaction limitations** – A Smart Savers Certificate cannot be opened as part of an IRA, HSA or other tax-deferred savings plan. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. Accrued dividends may not be withdrawn. The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Early withdrawal penalties** – (a penalty may be imposed for withdrawals before maturity)

- The penalty we may impose for withdrawals from a Smart Savers Certificate prior to the maturity date will equal 60 days dividends on the amount withdrawn subject to penalty.

In certain circumstances, such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

**Automatically renewable account** – This account will automatically renew at maturity. You may prevent the renewal if you notify us of your intention not to renew before maturity (or within the grace period mentioned below, if any) or by the withdrawal of funds in your account at maturity (or within the grace period mentioned below, if any). We can prevent renewal if we mail notice to you at least 20 calendar days before the end of the grace period. If either you or we prevent renewal, dividends will continue to accrue after final maturity for up to 10 calendar days. The dividend rate will be the new rate for certificates of the same term. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account. You will have a grace period of 10 calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**Additional information** – Deposits into this account must be made by automatic deposit or transfer with a minimum of at least \$7.00 per week (\$14.00 every two weeks, or \$30.00 per month). In addition to the automatic deposit or transfers, you may make unlimited manual deposits in any amount until the maturity date stated on the account.

## COMMON FEATURES OF ALL ACCOUNTS

**Par Value Requirements.** The Par Value of a membership share in this Credit Union is \$5.00. The Par Value must be fully paid to become a member, maintain membership, or to receive and maintain any accounts or services with us. The sum of your membership share shall be paid into and retained in your Member Share Savings or other appropriate account.

**Nature of Dividends.** Dividends are based on current earnings and available earnings of the Credit Union, after providing for required reserves.

**Transfer and Assignment.** Ownership of an account is not transferable without the written consent of the Credit Union.

**Fees and Charges.** The fees and charges set forth in the Fee Schedule may be assessed against your account(s).

**Transaction Limitation on All Accounts.** If your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds. No member may withdraw any amount on deposit below the amount of their pledge to the Credit Union without the Credit Union's written permission.

**American Share Insurance.** Member accounts in this Credit Union are insured to \$250,000.00 per account by American Share Insurance. This institution is not federally insured, and if the institution fails, the federal government does not guarantee that depositors will get back their money. More detailed information is available upon request.

**Overdraft Protection.** Overdraft protection is automatic from the Member Share Savings account to the primary Checking account. Other transfers for the purpose of overdraft protection for checking accounts and Money Market share accounts are available at the member's request. Please consult a member service representative to establish the transfer authorizations.

**YOUR ACCOUNT**

**Date:** \_\_\_\_\_

These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please refer to the Credit Union's Rate Sheet or your periodic statement.

**Member Share Savings Account**

Last declared dividend rate: As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**Share Savings Account and Kids Club Account**

Last declared dividend rate: As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**Christmas Club Account**

Last declared dividend rate: As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**IRA/HSA Share Savings Account**

Last declared dividend rate: As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**Sign & Save Share Savings Account**

Last declared dividend rate: As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**Checking/Share Draft Account and HSA Checking**

Last declared dividend rate: As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**Money Market Share Account (MMSA)**

Last declared dividend rate:

**Tier 1** – As of the last dividend declaration date, if your daily balance was more than \$1,999.99, but less than \$20,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** – As of the last dividend declaration date, if your daily balance was more than \$19,999.99, but less than \$100,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** – As of the last dividend declaration date, if your daily balance was \$100,000.00 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

- Share Certificate**    **IRA Share Certificate**    **HSA Share Certificate**    **Smart Savers Certificate**

**Maturity Notice** – Your share certificate number \_\_\_\_\_ will mature on \_\_\_\_\_. If allowed to automatically mature, your new maturity date will be \_\_\_\_\_. The dividend rate and annual percentage yield that will apply to your account, if renewed, have not yet been determined. Rate information will be available on the date of maturity. To obtain current rates, please visit us online at [interracu.com](http://interracu.com) or call the Credit Union during regular business hours at the number listed in this brochure.

**Locations**

Main Office • 300 W. Lincoln Ave., Goshen

- College Green • 1501 College Ave., Goshen
- Monroe • 1010 E. Monroe St., Goshen
- Peddlers Crossing • 2410 Peddlers Village Rd., Goshen
- Middlebury • 106 Crystal Heights Blvd.
- Millersburg • 113 W. Washington St.
- Nappanee • 700 N. Tomahawk Trail
- New Paris • 68299 CR 23
- Wakarusa • 66685 SR 19

**Phone Center**

574.534.2506 • 888.432.2848

**Mailing Address**

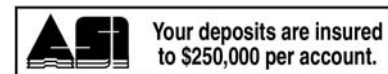
PO Box 727  
Goshen, IN 46527

[interracu.com](http://interracu.com)

**Credit Union Centers & Outlets**  
[creditunion.net](http://creditunion.net)

**Interra Connect**

574.533.7484 • 877.800.3228



By members' choice, this credit union is not federally insured.