

SIMPLICITY

CREDIT UNION

Consumer Services
and Disclosures



 844.769.2667
 support@simplicity.coop
 www.simplicity.coop

Mailing Address
222 E. Upham Street
Marshfield, WI 54449

Phone Hours

Monday - Friday: 7:30am - 6:00pm
Saturday 8:00am - 3:00pm

School Branches

Marshfield High School:

1401 Becker Road
Marshfield, WI 54449

Lobby Hours:

Monday - Friday: 10:30am - 2:00pm
During The School Year Only

Stevens Point Area High School:

1201 Northpoint Drive
Stevens Point, WI 54482

Lobby Hours:

Monday - Friday: 10:30am - 2:00pm
During The School Year Only

Branch Locations

Marshfield:

222 E. Upham Street
Marshfield, WI 54449

Lobby Hours:

Monday - Friday: 8:30am - 6:00pm

Drive Thru Hours:

Monday - Friday: 7:00am - 6:00pm

Stevens Point:

3101 Hoover Avenue
Stevens Point, WI 54482

Lobby Hours:

Monday - Thursday: 8:30am - 5:00pm
Friday 8:30am - 6:00pm

Drive Thru Hours:

Monday - Thursday: 7:30am - 5:30pm
Friday 7:30am - 6:00pm

Plover:

2331 Post Road - Drive Thru Only
Plover, WI 54467

Drive Thru Hours:

Monday - Friday: 10:00am - 5:00pm

Saint Michael's Hospital:

900 Illinois Avenue - 3rd Floor
Stevens Point, WI 54482

Lobby Hours:

Friday: 10:30am - 3:30pm

Relationship Pricing Fees/Charges Schedule

Qualifying Services:

Checking Account
Personal Loans/Secured Loans/Overdraft Loan/Kwik Cash
Money Market Account
Mortgage Loans
E-statements
Home Equity Line of Credit/2nd mortgage
Debit Card
Investments
Credit Card
Secondary Market loan
Share Certificates
IRAs
Commercial Loans

Card Savings with 2 Qualifying Services or minimum daily balance of \$500	\$0.00/month
Card Savings without 2 Qualifying Services or minimum daily balance of \$500	\$5.00/month
Open Savings with 2 Qualifying Services or minimum daily balance of \$500	\$0.00/month
Open Savings without 2 Qualifying Services or minimum daily balance of \$500	\$5.00/month
Seasonal Savings with 2 Qualifying Services or minimum daily balance of \$500	\$0.00/month
Seasonal Savings without 2 Qualifying Services or minimum daily balance of \$500	\$5.00/month
No Dividend Savings with 2 Qualifying Services or minimum daily balance of \$500	\$0.00/month
No Dividend Savings without 2 Qualifying Services or minimum daily balance of \$500	\$5.00/month

Miscellaneous Service Fees/Charges Schedule

Account Closed Within 90 Days of Opening	\$10.00
Account Closed by Credit Union	\$50.00
Cashier's Checks Payable to Third Party	\$2.00
Credit Cards	Late Payment – Up to \$25.00 Cash Advance – \$15.00 Return payment – Up to \$25.00
Dividend Checking (balance under \$1000)	\$5.00/month
Duplicate Statement	\$5.00
Duplicate Year End Interest Statement	\$1.00
Early withdrawal KidsCount or Seasonal Savings	\$5.00
E-Statement bad email address	\$5.00/month
E-Statement change to paper statement	\$5.00
FAX (Facsimile Service)	Within USA \$5/first sheet; \$1.50 each add'l To or from International \$10 first sheet; \$3 each add'l
Foreign Item Deposit	\$10.00
Foreign Item Returned Unpaid	\$30.00
Garnishments/Levy	\$50.00
Gift Money Envelopes	\$1.00
Gift Cards (VISA)	\$3.50
Health Savings Direct Transfer/Rollover Outbound Funds Fee	\$25.00
Health Savings Early Close Fee (within 90 days of opening)	\$25.00
Inactive Share Savings Account (2 years, 19+, \$100 or less)	\$5.00/month
Inactive Sharedraft (12 months, \$100 or less)	\$5.00/month
Internet Bill Payment: Inactive for 12 months	\$3.00/month
Internet Bill Payment Check Fees	\$3.00/month
	Gift Check \$2.99
	Charitable Donation \$1.99
	Overnight Check Delivery \$14.95
	Second Day Check Delivery \$9.95
	Second Day Electronic Delivery \$4.95
Member Account Research/Account Reconciliation:	\$25.00/hour (1 hour minimum)
Money Market under \$1000	\$5.00/month
Money Market penalty for each withdrawal or transfer over six/month	\$10.00
Money Orders - Member	\$2.00
Night Depository Bag:	Zipper - \$5.00; Zipper and Lock - \$25.00
Notary Service - Member	No Charge
Overdraft Transfer From Savings	\$5.00
Overdraft NSF item Paid Charge or Returned Charge (Returned Check or Electronic Debit for Non-sufficient Funds)	\$25.00
Photocopies	\$2.00 each
Photocopy of a Cashier's Check	\$3.00
Photocopy of a Check	\$3.00
Replacement Credit Card/Debit Card	\$10.00
Retirement Direct Transfer/Rollover Outbound Funds Fee	\$25.00
Retirement Early close fee (closed prior to 90 days of opening)	\$25.00
Return Deposit Item	\$10.00
Return Mail Fee	\$7.00
Safe Deposit Box Annual Fees	3x5: \$25.00 3x10: \$35.00 5x10: \$65.00 10x10: \$85.00 Late Payment - \$5.00/month (beginning one month from due date) Loss of Key - \$10.00 plus costs; Loss of Both Keys - \$20.00 plus costs
Share Club Checking	Under age 55 - \$5.95/month Age 55 and older - \$3.95/month Each add'l insured - \$1.35/month
Signature Guarantee - Medallion	\$10.00 per document
Stop Payment	\$25.00 per request
Telephone Transfer	\$5.00
Temporary Checks	\$.50 each
Western Union Money Order	Domestic Only - \$40.00
Wire Transfer Incoming	\$10.00
Wire Transfer Outbound	In the USA - \$20.00

Current as of 7/1/2018

FACTS WHAT DOES SIMPLICITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ● Social Security number ● Account balances ● Credit history ● Account transactions ● Credit card or other debt ● Retirement assets
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Simplicity Credit Union chooses to share; and whether you can limit this sharing.

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

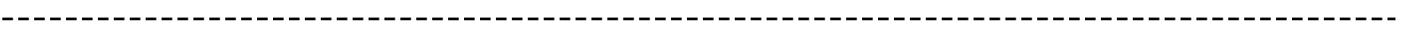
To limit our sharing	<ul style="list-style-type: none"> ● Call 844.769.2667 ● Mail the form below <p>Please note: If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> a member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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Questions?	Call 715-387-3702 or 715-341-2522
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Mail-in Form										
<p>If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.</p> <p><input type="checkbox"/> Apply my choice(s) only to me</p>	<p>Mark any/all you want to limit:</p> <p><input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.</p> <table border="1" style="width: 100%;"> <tr> <td style="background-color: #cccccc;">Name</td> <td></td> <td rowspan="4" style="vertical-align: top;"> <p>Mail to: Simplicity Credit Union 222 E Upham St Marshfield, WI 54449</p> </td> </tr> <tr> <td style="background-color: #cccccc;">Address</td> <td></td> </tr> <tr> <td style="background-color: #cccccc;">City, State, ZIP</td> <td></td> </tr> <tr> <td style="background-color: #cccccc;">Account #</td> <td></td> </tr> </table>	Name		<p>Mail to: Simplicity Credit Union 222 E Upham St Marshfield, WI 54449</p>	Address		City, State, ZIP		Account #	
Name		<p>Mail to: Simplicity Credit Union 222 E Upham St Marshfield, WI 54449</p>								
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City, State, ZIP										
Account #										

What We Do	
How does Simplicity Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Simplicity Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ● Open an account ● Apply for a loan ● Use your credit or debit card ● Give us your contact information ● Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ● sharing for affiliates' everyday business purposes - information about your creditworthiness ● affiliates from using your information to market to you ● sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account — unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> ● <i>Simplicity Credit Union has no affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> ● <i>Simplicity Credit Union does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ● <i>Our joint marketing partners include Cuna Mutual Group</i>



TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Wisconsin and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as an agent. A beneficiary of a P.O.D. account is a party only after the account becomes payable to them by reason of their surviving the original payee. A minor may be a party to an account, subject to withdrawal restrictions of Wisconsin law. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a party.

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 your 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.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

WITHDRAWALS -

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an

amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Joint Survivorship Account (Not As Tenants In Common) - Such an account is issued in the name of two or more persons. Each of you intend that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Marital Account - is an account established without the right of survivorship by two parties who claim to be husband and wife and is payable on request to either or both parties.

Joint Account - No Survivorship (As Tenants In Common) - is an account, other than a Marital Account or Joint Survivorship Account, owned by two or more parties and payable on request to one of two or more parties. The parties do not intend (merely by opening this account) to create any right of survivorship in any other party. We encourage the parties to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Single Account or Joint Survivorship Account with P.O.D. Beneficiaries - Pay-on-death beneficiaries acquire the right to withdraw only if: (1) all parties creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

Marital Account with P.O.D. Beneficiaries - Upon the death of either party, 50% of the funds on deposit are owned by the survivor and 50% are owned by the P.O.D. beneficiary(ies) named by the deceased party. If two or more beneficiaries are named by a party and survive the death of the party, they shall equally share the 50% that they own, without right of survivorship. The persons creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is

disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, 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 or forgeries 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.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If a joint or P.O.D. account requires the signatures of all of the parties for purposes of withdrawal then the account shall be subject to setoff to the extent of the net contributions of the debtor party to the account. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

AUTHORIZED AGENT - An authorized agent is a person who by the terms of the account, has a present right, subject to request, to payment from the account on behalf of all of the parties to the account. The owner(s) do not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner(s) or beneficiaries, if any, other than by withdrawing funds from the account. The owner(s) are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owners' behalf. The owner(s) may terminate the agency at any time. Unless the owner(s) provide otherwise, the agency is automatically terminated by the legal disability of an owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

RESTRICTIVE LEGENDS OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or

other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

PAYMENT ORDER OF ITEMS - 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. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process phone and online banking transfers first, in real time as they occur on the day they are processed. We process on us checks second, in the order they are received on the day they are processed. We process ATM and debit card transactions third, in the order they are received on the day they are processed. We process ACH Transactions fourth, by dollar amount - smallest to largest on the day they are processed. We process checks and similar items fifth, by dollar amount - smallest to largest on the day they are processed.

If a check, item or transaction 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 item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

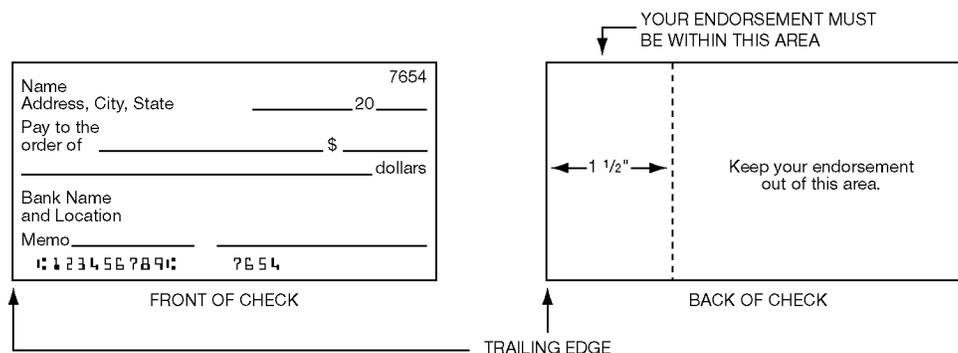
CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

ENDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or

conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to your account, and as authorized by applicable law and regulations.
- ◆ Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an

intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits 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 the funds 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 the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing 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.

If you make a deposit at an ATM before 6:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 6:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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 bank, 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 first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$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 seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$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 (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$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 on the tenth business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

TRUTH-IN-SAVINGS DISCLOSURE

Rate Information: the dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the credit union *board of directors*.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfer to reserves at the end of a dividend period.

Compounding and crediting - For Card Savings Account, Open Savings Account, Seasonal Savings, Kids Count Savings, Health Savings, or IRA Savings, dividends will be compounded every quarter. Dividends will be credited to your account every quarter. For Holiday Club and Vacation Club dividends will be computed annually. Dividends will be credited to your account annually. For Dividend Checking and Money Market dividends are compounded every month. Dividends will be credited to your account every month. For Really Free Checking Account no dividend is paid on this account.

Dividend period - For accounts that 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.

For accounts that 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.

For Holiday Club Account the dividend period is annual, for example the beginning date of the first dividend period is October 1, and the ending date of such period is September 30 of the following year. All other dividend periods follow this same pattern of dates. The dividend declarations date is the last day of the dividend period and for the example above is September 30.

For Vacation Club Account the dividend period is annual, for example the beginning date of the first dividend period is June 1, and the ending date of such period is May 31 of the following year. All other dividend periods follow this same pattern of dates. The dividend declarations date is the last day of the dividend period and for the example above is May 31.

Minimum balance requirement: You must complete payment of one full share in a Card Savings, No Dividend Savings, Open Savings, Seasonal Savings, or KidsCount Savings Account as a condition of admission to membership. The par value amount is \$5.00.

For Card Savings, No Dividend Savings, Open Savings or Seasonal Savings you must maintain two qualifying services with your account or a minimum daily balance of \$500.00 to avoid a service charge fee. If, during any month, there is not two qualifying services or a minimum daily balance of \$500.00, your account will be subject to a service charge fee once during the statement cycle. This fee will be waived if the account holder is under the age of 25 or has two or more qualifying services, as disclosed in the Common Features and separate fee schedule. Please refer to our separate fee schedule.

The minimum balance required to open the Card Savings, No Dividend Savings, Open Savings, Seasonal Savings, KidsCount Savings, Holiday Club or Vacation Club, or IRA Savings is \$5.00.

The minimum balance required to open the Money Market Account is \$1,000.00.

You must maintain a minimum balance of \$1,000.00 in your Money Market Account to avoid a service charge fee. If during any monthly statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a service charge fee of \$5.00 for that monthly statement cycle.

The minimum balance required to open Dividend Checking is \$1,000.00. If your daily balance falls below \$1,000.00 on any day in the month, your account will be subject to a maintenance charge of \$5.00.

You must maintain a minimum balance of \$1,000.00 in your Dividend Checking Account each day to obtain the disclosed annual percentage yield.

No minimum balance is required to open Really Free Checking.

No minimum balance is required to open Health Savings Account.

You must maintain a minimum daily balance of \$5.00 in your KidsCount Savings Account each day to obtain the disclosed annual percentage yield.

You must maintain a minimum daily balance of \$25.00 in your Card Savings, Open Savings, Seasonal Savings, Health Savings, IRA Savings, Holiday Club, Vacation Club, or Money Market 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.

Accrual of dividends on noncash deposits - For all accounts, dividends will begin to accrue on the business day you place noncash items (for example, checks) in your account. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Transaction limitations: We reserve the right at any time to require not less than seven days notice in writing before each withdrawal from an interest-bearing savings account as defined by Regulation D, does not apply to share certificates.

For Card Savings, No Dividend Savings, Really Free Checking, Dividend Checking, or Health Savings, no account limitations apply.

For Open Savings, IRA Savings, or Money Market, 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 similar order to a third party. If you exceed the transfer limitations set forth above in any monthly period, your account will be subject to closure by the credit union.

For Money Market each withdrawal or transfer exceeding six will have a service charge fee of \$10.00 imposed, during any monthly period.

For Seasonal Savings Account or KidsCount Savings Account, 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, or similar order to a third party.

A withdrawal fee of \$5.00 will be charged for each withdrawal. You may withdraw funds during the first ten days of each quarter without a penalty.

For Holiday Club or Vacation Club Account 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, or similar order to a third party. If any withdrawal is made from this account before September 30 (for Holiday Club accounts) or May 31 (for Vacation Club accounts), then this account may be closed.

COMMON FEATURES

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Overdraft Fee Transaction Categories - The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, check, in person withdrawal, or other electronic means.

Qualifying Services

- ◆ Checking Account
- ◆ Money Market Account
- ◆ E-statements
- ◆ Debit Card
- ◆ Credit Card
- ◆ Share Certificates
- ◆ Personal Loans/Secured Loans/Overdraft Loan/Kwik Cash
- ◆ Mortgage Loans
- ◆ Home Equity Line of Credit/2nd mortgage
- ◆ Investments
- ◆ Secondary Market loan
- ◆ IRAs
- ◆ Commercial Loans

Please refer to our separate fee schedule for additional information about charges.

Share Savings and Share Certificate accounts are nontransferable.

YOUR ACCOUNT

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 see the insert that is with this disclosure or your periodic statement.

- CARD SAVINGS ACCOUNT**
- OPEN SAVINGS ACCOUNT**
- SEASONAL SAVINGS ACCOUNT**
- KIDSCOUNT SAVINGS ACCOUNT**
(18 years or younger)
- HEALTH SAVINGS ACCOUNT**
- IRA SAVINGS ACCOUNT**
- HOLIDAY CLUB ACCOUNT**
- VACATION CLUB ACCOUNT**
- DIVIDEND CHECKING ACCOUNT**

Prospective dividend rate:

The prospective dividend rate on your account is _____ % with a prospective annual percentage yield of _____ % for the current dividend period.

- MONEY MARKET ACCOUNT**

Prospective dividend rate:

Tier 1 - If your daily balance is \$100,000.01 or more, a prospective rate of _____ % will be paid on the entire balance in your account, with a prospective annual percentage yield of _____ % for this dividend period.

Tier 2 - If your daily balance is more than \$50,000.00, but less than \$100,000.01, a prospective rate of _____ % will be paid on the entire balance in your account, with a prospective annual percentage yield of _____ % for this dividend period.

Tier 3 - If your daily balance is more than \$25,000.00, but less than \$50,000.01, a prospective rate of _____ % will be paid on the entire balance in your account, with a prospective annual percentage yield of _____ % for this dividend period.

Tier 4 - If your daily balance is more than \$10,000.00, but less than \$25,000.01, a prospective rate of _____ % will be paid on the entire balance in your account, with a prospective annual percentage yield of _____ % for this dividend period.

Tier 5 - If your daily balance is more than \$1,000.00, but less than \$10,000.01, a prospective rate of _____ % will be paid on the entire balance in your account, with a prospective annual percentage yield of _____ % for this dividend period.

Tier 6 - If your daily balance is more than \$24.99, but less than \$1,000.01, a prospective rate of _____ % will be paid on the entire balance in your account, with a prospective annual percentage yield of _____ % for this dividend period.

- REALLY FREE CHECKING ACCOUNT**
- NO DIVIDEND SAVINGS ACCOUNT**

SIMPLICITY CREDIT UNION
222 EAST UPHAM STREET
MARSHFIELD, WISCONSIN 54449

Simplicity Credit Union
CheckMate Debit Card Rules & Disclosures

These rules govern the relationship between Simplicity Credit Union and each member to whom a CheckMate debit card is issued.

1. Definitions: The following explains terms used in this disclosure.

“Account” means a member’s checking and/or savings at Simplicity Credit Union

“Card” means the CheckMate debit card issued by Simplicity Credit Union

“ATM Terminals” or “Automated Teller Machine” means any terminal where a member may use a CheckMate debit card together with a Personal Identification Number (PIN) to perform transactions.

2. Card Ownership, Termination: The card remains the property of the Simplicity Credit Union and may be surrendered upon request. Simplicity Credit Union may terminate any member’s privilege of using a CheckMate debit card, and may also withhold approval of any transaction at any time.

3. PIN Limitations: Memorize your personal identification number (PIN). Do not write it on your card or keep it anywhere near your card. You have a maximum of three tries to get your PIN correct. If you enter the wrong PIN on the third try, the terminal may keep your card. If your card is captured, it will be destroyed, and a new card will have to be issued. If you forget your PIN, please contact us 844-769-2667 or our automated line at 800-992-3808.

4. Use of CheckMate debit card: The card may be used to:

(a) withdraw cash from an account;

(b) make deposits to an account;

(c) transfer funds between checking and savings accounts;

(d) accounts with a checking may pay for purchases at businesses that have agreed to accept the card.

> Some of these services may not be available at all terminals. Do not use your CheckMate to make loan payments.

5. Transaction Limitations: The card may only make twenty transactions a day. These transactions consist of withdrawals from any terminal and purchases from merchant using debit or credit. One may withdraw up to the established personal limit from any terminal combined the debit purchases, in total, must not exceed the personal limit. The normal card limit for ATM withdrawals is \$520.00 per day. Terminals and/or terminal tellers may also set limits on the amount/frequency of cash withdrawals. At Point of Sale purchases and Cash Advance terminals your purchases the normal card limit is \$1,500.00 per day. The normal combined daily limit is \$2,020.00. If you have lower limits set at the time of account opening a separate notice will be given to you explaining these daily limits.

6. Debit Card Transactions – Limitations: A member may use the debit card only if the available balance in the checking account (including any unused credit line associated with the account, i.e. overdraft loan) will be sufficient to accommodate the amount of purchases, cash withdrawals, and ATM transactions. Any purchase or cash withdrawal may be subject to authorization by Simplicity Credit Union or by a MasterCard/VISA authorization center. No authorization will be given if the amount of all outstanding purchases and cash withdrawals exceeds the available balance or applicable credit limit.

7. Authorization to Debit or Credit an Account: Each time a card is properly used, Simplicity Credit Union is then authorized to debit or credit an account for the total amount shown on any sales draft, withdrawal order, or credit voucher originated by use of the card, whether or not signed by the purchaser. Simplicity Credit Union is permitted to handle such sales drafts, orders, and vouchers as it handles authorized checks drawn on a member’s account.

8. Overdrafts: You are responsible for knowing how much is in your account. Do not overdraw. If use of the card causes the account in use to overdraw, the member will be notified and must agree to an immediate payment to Simplicity Credit Union in the amount of any such overdrafts. Whenever an account is overdrawn, Simplicity Credit Union has the expressed right to return any unpaid share drafts or other orders drawn on an account. Simplicity Credit Union may also impose a service charge for making such returns. If an account has an overdraft line of credit, the terms and conditions contained in the credit line agreement (or any other applicable agreement) will be honored, with respect to any account overdrafts. Overdrafts will be returned whether resulting from purchases, cash withdrawals, use of checks, or use of any other card or device. If your account should become overdrawn your privileges may be revoked.

9. Fees and Charges: The member will be responsible at all times for charges, if any, associated with an account, such as account maintenance or check/withdrawal charges as deemed necessary. However, no additional fees will be charged for the use of the card. Please refer to the [Schedule of fees](#) for other charges that may apply with the reissue of the card. Please keep in mind that some terminal owners may charge for the use of their terminal. Simplicity is a member of Alliance One. Any machine displaying the Alliance One logo should not have a service charge imposed.

10. Disclosure of Account Information: Simplicity Credit Union will disclose information to third parties about an account or any transfers made: where it is necessary for completing transactions. **INFORMATION UPDATING SERVICE AND AUTHORIZATIONS** - If You have authorized a merchant to bill charges to Your Card on a recurring basis, it is Your responsibility to notify the merchant in the event Your Card is replaced, Your Account information (such as Card number or expiration date) changes, or Your Account is closed. However, if Your Card is replaced or Your Account information changes, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to Your Card. You authorize Us to apply such recurring charges to Your Card until You notify Us that You have revoked authorization for the charges to Your Card.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before Your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us. **PREAUTHORIZED CHARGES** – We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges

11. Right to Stop Payment: A member is not permitted to stop payment on any purchase or cash withdrawal originated by use of a Checkmate debit card. Simplicity Credit Union has no obligation to honor any such stop payment requested by a member.

12. Member Liability- Notification of Unauthorized Use: Any member should refer to Simplicity Credit Union's [Electronic Funds Transfer Disclosure](#) for information regarding one's liability for unauthorized use of a Checkmate debit card.

13. Business days (regarding a financial institution): Simplicity Credit Union's business days are Monday through Friday. Legal holidays are not included and are identified by postings around Simplicity Credit Union.

14. Multiple Party Accounts: Each member who is party to a joint account has the power to use the card to make withdrawals or purchases from the said account. Each customer shall indemnify Simplicity Credit Union for any tax that may be required under Wisconsin Statutes for withdrawals or payments from the account, after the death of the primary member, to the survivor listed as joint on the account.

15. Refunds on Purchase: Cash refunds will not be made to a member for purchases made with the card. If a merchant honors a member's card and gives credit for merchandise returns or adjustments, the merchant will do so by sending Simplicity Credit Union a credit slip which will be applied as a credit to a member's account. Unless the use of the card results in an extension of credit, any claim or defense with respect to property or services purchased with the card must be handled by the member directly with the merchant or other establishment that accepts the card. Any such claim or defense asserted by a member will not relieve any obligation to pay the total amount of the sales draft plus any appropriate charges Simplicity Credit Union may be authorized to make.

16. Receipts: Please keep your signed receipts to balance your account and as a record of payment. Should you need to obtain copies of purchase receipts, you will need to contact the merchant where the purchase was made.

17. Deposits: This type of transaction made at any ATM may not be received at the Credit Union for posting to your account until the second business day after it is made at the ATM. Please plan accordingly to avoid being overdrawn.

18. Other Agreements: All terms, conditions, and agreements which govern a member's account (whether set forth in account rules, in any related rules and regulations or otherwise) also apply to the card except where a rule provides differently.

19. Agreement to Comply with Rules: The retention of, signature on or use of the card constitutes an agreement to comply with the rules set forth in this document, which may be amended from time to time. This agreement and the use of the card will be governed by the laws of the State of Wisconsin.

20. Member Rights (with regard to statement errors): A member should refer to Simplicity Credit Union's [Electronic Funds Transfer Disclosures](#) for information regarding billing error rights.

21. Amendments: Simplicity Credit Union may amend the above terms and conditions at any time. All members will receive a written notice at least 21 days before the effective date of the amendment, but only if it will result in increased fees, liability to a member or stricter limitations on transfers. If, however, an immediate change in the terms and conditions is necessary for security reasons, Simplicity Credit Union may amend these terms and conditions without such prior notice.

22. Lost or stolen cards: If your card was stolen or lost, contact us immediately at 844-769-2667. After credit union hours call 844-202-5074.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund 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 Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal 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 fund 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 share draft checking or card savings account(s).
- ◆ **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft checking or card savings account(s).
- ◆ **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- ◆ **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

PAL (Personal Account Line) Telephone Transfers - types of transfers - You may access your account by telephone at (715) 384-4410 or (888) 608-4188 using your personal identification number and your account numbers, to:

- ◆ transfer funds from share draft checking to savings
- ◆ transfer funds from savings to share draft checking
- ◆ make payments from share draft checking to loan accounts with us
- ◆ make payments from savings to loan accounts with us
- ◆ get information about:
 - the account balance of all accounts

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your CheckMate CheckCard or HSA Debit Card and personal identification number, to:

- ◆ make deposits to share draft checking account(s)
- ◆ make deposits to card savings account(s)
- ◆ get cash withdrawals from share draft checking account(s)
 - the dollar limit will be disclosed in writing at account opening
- ◆ get cash withdrawals from card savings account(s)
 - the dollar limit will be disclosed in writing at account opening
- ◆ transfer funds from card savings to share draft checking account(s)
- ◆ transfer funds from share draft checking to card savings account(s)

Some of these services may not be available at all terminals.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

Types of CheckMate CheckCard or HSA Debit Card Point-of-Sale Transactions - You may access your share draft checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- ◆ the dollar limit will be disclosed in writing at account opening

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

Currency Conversion and International Transactions.

(a) For point-of-sale (merchant) and ATM transactions using Visa network. When you use your CheckMate CheckCard or HSA Debit Card for this type of transaction and it settles in a currency other than US Dollars, the charge will be converted into the US Dollar amount. The currency conversion rate used to determine the transaction amount in US Dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions if there is no currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. As a result, we will charge you a .8% international transaction fee on all international transactions if there is no currency conversion. If there is a currency conversion, we will charge you an international transaction fee of 1% of the transaction. An international transaction is a transaction where the country of the merchant is outside the USA.

(b) For ATM transactions using Cirrus network. When you use your CheckMate CheckCard or HSA Debit Card for this type of transaction and it settles in a currency other than US Dollars, MasterCard/Cirrus will convert the charge into a US Dollar amount. The MasterCard/Cirrus currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard/Cirrus. The exchange rate MasterCard/Cirrus 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/Cirrus charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard/Cirrus charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we will charge you a currency conversion fee of .2% of the transaction if there is a currency conversion and a cross-border transaction fee of .9% of the transaction. 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 purpose. 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 accountholder agreement for additional information relating to the use of your CheckMate CheckCard or HSA Debit Card.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: PULSE Network.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

PAL (Personal Account Link) Computer Transfers - types of transfers - You may access your account(s) by internet access to www.simplicity.coop and using your personal identification number and your account numbers, to:

- ◆ transfer funds from share draft checking to savings
- ◆ transfer funds from savings to share draft checking
- ◆ make payments from share draft checking to loan accounts with us
- ◆ make payments from share draft checking to third parties (Bill Payment)
- ◆ make payments from savings to loan accounts with us
- ◆ get information about:
 - the account balance of all accounts and download to personal financial software

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- ◆ During any statement period, you may not make more than six withdrawals or transfers from a savings account to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, 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.

FEES

- ◆ We do not charge for direct deposits to any type of account.
- ◆ We do not charge for preauthorized payments from any type of account.

Please refer to our separate fee schedule for additional information about charges.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM 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 fund transfer).

DOCUMENTATION

- ◆ **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- ◆ **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 call us at (715) 387-3702 to find out whether or not the deposit has been made.
- ◆ **Periodic statements.**
 - You will get a monthly account statement from us for your share draft checking accounts.
 - You will get a monthly account statement from us for your 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 brochure in time for us to receive your request 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 14 days after you call.
 - Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.
- ◆ **Notice of varying amounts.** If these regular payments may 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 instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- ◆ **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 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.

FINANCIAL INSTITUTION'S 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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

◆ **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money 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 in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

◆ **Additional Limit on Liability for CheckMate CheckCard or HSA Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen CheckMate CheckCard or HSA Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the 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.
- (3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days for CheckMate CheckCard or HSA Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and 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 complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for CheckMate CheckCard or HSA Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer 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 complaint or question 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 three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Business Days: Monday through Friday
Excluding Federal Holidays
Phone: (844.769.2667)
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

SIMPLICITY CREDIT UNION
222 EAST UPHAM STREET
MARSHFIELD, WISCONSIN 54449
Federally insured by NCUA