Educators Credit Union
PO Box 081040
Racine, Wisconsin 53408
262.886.5900

CONSUMER SERVICES AND DISCLOSURES

Effective 01/06/2025

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CONSUMER SERVICES AND DISCLOSURES

Welcome to Educators Credit Union!

You are now a member-owner of a not-for-profit financial cooperative. You may be asking yourself, "What does that mean to me as a member?" We are here to tell you!

Educators Credit Union is:

- **A financial cooperative**: People joining together for their mutual economic benefit. This means we are member owned and operated to work together as unified group for financial purposes.
- **Not-for-profit**: Educators does not have shareholders controlling the credit union for profit. We aim to serve our members, not profit. This allows us to keep our fees and rates low and competitive because our main focus is you, our member.
- **Member-owned**: When you join Educators, you are not just another customer, you are a member-owner. We hold your interest and opinions about what we do with your money above all else. Member-owner sounds pretty great, doesn't it?

What this means to you: All of these ideas and attributes boil down to one thing: members come first at Educators Credit Union. Our mission, our values and our brand all center around that one idea. We are passionate in caring about your needs, opinions and ideas in order to be successful. We vow to go above and beyond for our members to build your trust in us. From when the credit union was established in 1937 to now, our commitment to our members has never changed.

We are so happy you have joined Educators Credit Union and we look forward to providing you with the first-class service we pride ourselves on.

Please contact me if there is anything I can do for you.

Sincerely,

Linda Hoover

Linda Hoover
Educators Credit Union

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CONSUMER SERVICES AND DISCLOSURES

Educators is more than just savings and checking. We can help you:

Save Money

- **Competitive rates -** Our basic checking and savings accounts offer interest earnings and our loan rates are comparable to other financial institutions.
- **Low fees -** Most of our services are free of charge, and the fees we do charge are commonly lower than most financial institutions.
- **Change Up® Savings -** A special savings account that works with your Educators Visa® debit card. Use your debit card to make non-PIN "credit" transactions and we'll round up to the next dollar and deposit your change into your Change Up Savings account. Make your normal purchases and watch your savings grow.
- **uChoose Rewards® -** Enroll your Educators Visa® debit or credit card in uChoose Rewards® and earn rewards every time you use your card. You earn one point for every $1 in credit transactions and one point for every $2 in debit card transactions (using the non-PIN "credit" option).

Save Time

- **E-services -** Free access to home banking and our mobile app lets you conduct all of your online banking needs, 24/7. Our Ctrl app gives you total control of your debit and credit cards to ensure safety from fraudulent activity.
- **ATM networks -** Educators is part of the Alliance One and Allpoint ATM networks, giving debit and ATM cardholder's fee-free access to their money at more than 60,000 ATMs nationwide.
- **Instant Issue -** All of our branches can instantly issue your credit or debit card. This means there is no wait for your cards to reach you by mail.
- **Educators Vehicle Solutions® -** Need a new vehicle but don't want the hassle of shopping for one? Let Educators Vehicle Solutions save you time and money by finding the right car and the right financing for you.
- **Shared Branches -** Educators is part of the network of CO-OP Shared Branches across the country, where Educators members can conduct basic transactions with just a photo ID and their account number.

Learn More

- **Resource Guides -** Educators offers comprehensive guides on topics like understanding your credit score, college planning and retirement.
- **Workshops and Webinars -** In-person and online workshops and webinars are offered monthly, by Educators and our partners on a variety of topics.
- **GreenPath -** Educators has teamed up with GreenPath Financial Wellness® to provide budget and credit counseling to our members at no charge. GreenPath® can help you make a budget, repay debt and even avoid bankruptcy, foreclosure and repossession.
- **LendKey -** This is our new education loan system. LendKeyoffers in-school student loans as well as consolidation loans after graduation. All applications will be processed through the LendKey link on the ecu.com website.

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IMPORTANT NOTICE

The documents contained in the booklet are your permanent copies of

Educators Credit Union's agreements and disclosures.

Please keep them for your records.

The table of contents below is provided for easy reference.

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Educators CREDIT UNION®

Rev. 2/23

FACTS

WHAT DOES EDUCATORS 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: ▪ Social Security number and account balances ▪ credit history and credit scores ▪ payment history and transaction history When you are *no longer* our member, we continue to share your information as described in this notice.
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 Educators Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Educators 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 to 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	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call toll-free (800) 236-5898 or go to www.ecu.com

What we do

How does Educators 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.
How does Educators Credit Union collect my personal information?	We collect your personal information, for example, when you ▪ open an account or pay your bills ▪ show your government-issued ID or apply for financing ▪ make deposits or withdrawals from your account 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 ▪ 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 law and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our affiliates include financial companies, such as Investment Services; and nonfinancial companies, such as Medallia.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Educators Credit Union does not share with our nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include insurance companies.*

Other important information

Educators CREDIT UNION
1326 Willow Rd.
Mount Pleasant, WI 53177
Racine, WI 53408-1040

MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Educators Credit Union. In this Agreement, the words “we,” “our” and “us” mean the Credit Union and "you," "your," and "yours" mean you the account owner ("member," "owner" or "trustee") according to this Agreement. "You" and "your" also apply to any "agent" appointed by or acting on behalf of you to conduct transactions on the account(s), according to this Agreement. The word "account" means any one (1) or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Membership Application or through the Credit Union’s online application and authentication process. By signing a Membership Application or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Membership Application, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Fee Schedule, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or any other document accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services. You also agree that this Agreement shall be binding on your agent or fiduciaries acting on your behalf.

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

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

1. MEMBERSHIP ELIGIBILITY - To become a member of the Credit Union, you must meet the membership requirements, including the purchase and maintenance of at least one share (hereinafter membership share) and/or paying a membership fee as set forth in the Credit Union’s bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify now and in the future.

2. INDIVIDUAL ACCOUNTS - An individual account is an account owned by one member who has qualified for credit union membership. Upon your death, the funds in your account will go to the legal representative of your estate or Payable on Death (POD) beneficiary/payee, if you have designated any, or otherwise according to Wisconsin Law. You understand that it is your responsibility to inform your legal representative or beneficiary/payee about your account(s).

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

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

c. Control of Joint Accounts. Any owner acting alone may conduct transactions on the account, and each owner is authorized to act for all other owners on the account for all transactions on the account, or request additional accounts or services. Any owner may sign and guarantees the signature or authenticated request of any other owner(s) on the account for all transactions. Each owner understands that any owner acting alone may initiate, change, add, close, or terminate the account and/or a service without the consent of the other owner(s). All owners agree that we have no duty to notify the owner(s) of the account of any transaction initiation, change, addition, closure, or termination of account or service by any owner acting alone. We reserve the right to require all owners to consent to in writing to the addition or removal of any owner to and from the account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

d. Joint Account Owner Liability. All owners, both alone and together, are liable for all transactions, initiations, changes, additions, closure, or termination of an account or service and for any charges, fees, losses, or liabilities incurred regardless of which owner conducted, or benefited from the transaction. If any owner owes us money for any reason, we may enforce our rights against all funds in any account of the indebted owner, regardless of who deposited the funds in the account.

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

5. ACCOUNTS FOR MINORS - Any person under eighteen (18) years of age may open and account and related services (as we allow) with us, may conduct transactions on the account, and agrees to the terms, responsibilities and liabilities of this Agreement. You understand that we may require any person under eighteen (18) years of age who wishes to own an account with us, to have an owner on the account who is at least eighteen (18) years of age or older who will be jointly and individually liable to us of any and all transactions on the account, and who agrees to the terms, responsibilities and liabilities of this Agreement.

6. UNIFORM TRANSFERS TO MINORS ACCOUNT - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The account is established under the Wisconsin Uniform Transfer to Minor Act. The minor is the

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owner of the property in the account. You, as the custodian, act on behalf of the minor, have possession and control of the account for the exclusive right and benefit of the minor and, and are the only person entitled to conduct transactions on the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. You may designate a successor custodian who may assume control of the account in the evet of your resignation, death, or legal incapacity. When the minor reaches twenty-one (21) years of age, the account becomes an individual account in the minor's name only, and any rights and authority the custodian had on this account cease.

7. AGENT/POWERS OF ATTORNEY - You may designate a person or persons to be an agent on the account who will be authorized to conduct transactions on the account. We will require you and your agent(s) to provide information about the agent(s) and will also require each agent to sign the Membership Application. An agent only has the right to conduct transactions on the account on behalf of the owner and has no ownership or survivorship rights in the account or to the funds held in the account. Once you have designated an agent on your account, it is your sole responsibility to monitor an agent's transactions on your account. We have not duty to monitor, inquire or notify you of the use and purpose of any transaction conducted by your agent on the account or to assure that any transaction is for your benefit.

8. FIDUCIARY ACCOUNTS - A Fiduciary account is an account that is opened and controlled by a person acting on behalf of the owner to hold the funds of an estate, guardianship, conservatorship, representative payee, or their fiduciary, legal or court ordered purpose. You understand and agree that we are only providing you with an account and are not assisting you with or advising you about the state, guardianship, conservatorship, representative payee, or other fiduciary, legal or court ordered purpose. You further agree that you, as the fiduciary, are fully responsible for fulfilling the duties and responsibilities of that estate, guardianship, conservatorship, representative payee, or other fiduciary, legal or court ordered purpose. We reserve the right to require documentation or authorizations to satisfy us that the fiduciary has the authority to open close or withdraw funds from the account. The Credit union is not liable for any misapplication of funds by a fiduciary and is not obligated to require as to the validity or propriety of any instructions or actions of the fiduciary. The Credit Union must be provided with any legal documentation or court order at the time that the account is opened.

9. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. You understand that by offering to accept your deposits, we are providing a service to your and that we may accept, provide credit for, hold funds related to the amount of the deposit, refuse, reject, or return the deposit as we believe necessary to your and our protection. We are not responsible for any deposit sent by mail, unstaffed facility or night depository until we actually receive the deposited item.

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

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

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

d. Erroneous Deposits. If a deposit or credit is made in error to your account that you are not entitled to, you understand that we may debit your account for the amount of the deposit and may do so without notice to you. If you withdraw any or all of the erroneous deposit, you agree to reimburse use for the amount of the erroneous deposit or credit and any costs and fees as stated in this Agreement and Fee Schedule.

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

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

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

10. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Membership Application, or authentication and approval of your account, authorizes your account access. You agree that we may require you to provide us with an appropriate form of identification, as determined by the Credit Union, prior to accessing and/or conducting transactions on your account. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

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

check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

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

11. ACCOUNT RATES AND FEES – We pay dividends on your account(s) and assess fees against your account(s) as provided in the Truth-in-Savings Disclosure and Fee Schedule. You understand and agree that we may change the account dividend rates and annual percentage yields from time to time as explained in the Truth-in-Savings Disclosure. You further understand and agree that we may change account fees from time to time and that we will notify you of such changes as required by law.

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

The liability for dividends declared by the board of directors on certificate accounts and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of credit unions shall take possession of the Credit Union under S.186.235 of the Wisconsin Statutes. Upon dissolution, the director shall determine the priority of payout of the various classifications of savings. Wis. Admin. Code DFI-CU 60.06.

13. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. You must have sufficient funds in your account or have an established overdraft protection plan to withdraw funds from your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. If there are insufficient funds in your account to cover a check or draft, you will be charged a fee as stated in the Truth-in-Savings Disclosure and Fee Schedule. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

There are a number of situations where you may not be able to withdraw funds from your account and we will advise you accordingly, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. You understand that we may require you to give written notice of seven (7) to sixty (60) days before any intended withdrawals.

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

14. FUND TRANSFERS - Fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (Nacha). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

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

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

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

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

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

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

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

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

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to

be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

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

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

l. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than $15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

15. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

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

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day from low to high dollar value.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. This is referred to as an "authorization hold". An authorization hold will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

  The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

  For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account. It is important to keep in mind that we check your available balance both at the time the merchant's authorization request is received and again when the transaction settles and posts to your account. If your available balance is insufficient to cover the amount of the merchant's authorization request, we will decline the request. If your available balance is sufficient to cover the merchant's

authorization request, the request will be approved, and an authorization hold in the amount of the request will be placed on your account. The transaction will be subsequently processed by the merchant and submitted to us for payment. If the transaction settles and posts to your account at a time when the available balance is insufficient to pay the transaction without causing an overdraft (i.e., posting the transaction results in an available balance of less than $0), we will charge you a fee for overdrawing your account, even though the available balance in your account was sufficient to cover the transaction at the time it was authorized.

The following example illustrates how this works:

Assume your actual and available balances are both $40, and you use your debit card at a restaurant to pay your bill totaling $30. If the restaurant requests authorization in the amount of $30, an authorization hold is placed on $30 in your account. Your available balance is only $10, but the actual balance remains $40. Before the restaurant charge is sent to us for payment, a check that you wrote for $40 is presented for payment. Because your available balance is only $10 due to the $30 authorization hold, your account will be overdrawn by $30 when the check transaction is posted to your account even though your actual balance is $40. In this example, if we pay the $40 check in accordance with our standard overdraft services, we will charge you a fee for overdrawing your account as disclosed in the Schedule of Fees and Charges. The fee will also be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount to the restaurant. The transaction amount may be $30 or a different amount (for example, if you added a tip). Because the amount of the restaurant charge exceeds your available balance at the time the charge is settled (i.e., at the time the merchant or its financial institution requests payment or the transaction posts to your account), we will charge you another fee for overdrawing your account, even though you had a sufficient available balance in your account at the time the restaurant charge was authorized and approved.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

c. Understanding Your Account Balance. Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.ecu.com, at an ATM, by visiting a credit union branch or by calling us at 262-886-5900.

16. CHECKS OR DRAFTS -

a. Checks or Drafts Presented for Payment in Person. We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

b. Postdated and Staledated Checks or Drafts. You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

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

17. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. You understand and agree that failure to provide us with either a timely stop payment order or the complete and accurate information about the check or draft as required may result in the payment of the check or draft. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

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

b. Stop Payment on Credit Union Checks or Drafts. If we issue you one (1) of our checks or drafts that is payable to you or another person or organization, you understand that it is your responsibility to ensure that you want the person or organization to receive payment for the check or draft before you give the check or draft to the payee. You further understand that if you give the check to the payee and afterwards do not want that person or organization to receive payment for the check or draft, you will not be able to place a stop payment on the check. Should you decide not

to use or negotiate one (1) of our checks, you may return our check or draft to us and receive a refund for the amount of the check or draft. If one (1) or our checks or drafts in your possession is lost, stolen or destroyed, you agree to sign a statement or notice to receive a replacement check or draft for our check or draft that was lost, stolen or destroyed.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

18. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

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

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

20. LEGAL PROCESS - If you account is subject to legal action, we may pay out funds from your account according to the terms of the legal action or place a hold on the funds in the account, until the matter is resolved, as permitted by law. You understand that any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal action against your account is subject to our lien and security interest.

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

22. PRESCREEN & OPT OUT NOTICE - Any "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. These offers are not guaranteed if you do not meet our criteria, including acceptable collateral. If you do not want to receive prescreened offers of credit from Educators Credit Union, call (800) 236-5898 or visit the website at www.optoutprescreen.com; or write TransUnion Opt Out Request PO Box 505, Woodlyn, PA 19094-0505.

23. ACCOUNT MAINTENANCE AND NOTICES

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

b. Notice of Amendments. You understand that we may change the terms of this Agreement from time to time and that we will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. You agree that we may waive any terms of this Agreement and understand that any such waiver will not affect our right to enforce any term of this Agreement in the future.

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

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

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

25. STATEMENTS

a. Contents. You will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. You further agree that one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, though

we will make a copy of the check available to you upon request. You acknowledge that both your statements and copies of your checks are made available to you on the date the statement is mailed to you or is provided to you electronically.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within sixty (60) days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

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

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not waive your responsibility to examine your statements and to notify us of any and all unauthorized transactions, errors, or irregularities within the time limits explained in this Agreement or as otherwise required. If you do not receive a periodic statement, you agree to notify us within 14 calendar days of the time you regularly receive a statement. You further agree that your statement is correct for all purposes and that we have no liability to you for any transactions on your account(s) unless you notify us within the time limits explained in this Agreement.

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

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

27. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. If a deposit or withdrawal has not been made on your checking account for a period of 12 months, for the security of your account your checking account will be closed, your debit card blocked, and the balance transferred to your Prime Share Savings. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

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

29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

30. DEATH OF ACCOUNT OWNER - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

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

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

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

34. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Wisconsin. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

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

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

37. BINDING ARBITRATION AND CLASS ACTION WAIVER - RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes.

Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

Disputes Covered by Arbitration.

Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims".

An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

No Class Action or Joinder of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Right to Reject this Resolution of Disputes by Arbitration provision.

You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the opening of your account or the mailing of this notice, whichever is sooner. To opt out, send us written notice that you reject the Resolution of Disputes by Arbitration provision, including your name as listed on your account and your account number to the following address: Educators Credit Union, PO Box 081040, Racine, WI 53408-1040.

Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

The Arbitration Proceeding.

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Costs.

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved.

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Severability, Survival.

These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

Applicability.

Arbitration will not apply to your account as long as you are an active duty Service Member.

Educators
CREDIT UNION

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Educators Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. GENERAL POLICY — Our policy is to make funds from your check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits and cash deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first $225.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

4. **LONGER DELAYS MAY APPLY —** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

5. 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, cash deposits and wire transfers to your account will be available on the day we receive the deposit. Funds from deposits of the first $5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,525.00 will be available on the second 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 $5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

6. DEPOSITS AT NONPROPRIETARY ATMS — 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 third business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

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

Educators
CREDIT UNION

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

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

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

a. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, networks, and such other machines or facilities as the Credit Union may designate.

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

- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.

The following limitations on ATM Card transactions may apply:

- You may withdraw up to a maximum of $305.00 in any one (1) day from an ATM or POS terminal, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

b. Visa Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, PULSE networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa and PULSE networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

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

- Make deposits to your savings and checking accounts; after the first 90 days the account is opened.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- There is no limit on the number of Visa Debit Card purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.

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- You may withdraw up to a maximum of $605.00 from checking accounts and $305.00 from minor accounts in any one (1) day from an ATM or POS terminals, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

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

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

c. Health Savings Debit Card. If you will be using your Visa® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Visa zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your Health Savings account.

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

- Order goods or services in person or online or by mail or telephone from places that accept Visa.

The following limitations on Health Savings Debit Card transactions may apply:

- There is no limit on the number of Health Savings Debit Card purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- See Section 2 for transfer limitations that may apply to these transactions.

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

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

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

- Withdraw funds from your savings, checking, money market, club, and Line of Credit accounts. Withdrawn funds will be sent to the primary member's address in the form of a cashier's check.
- Transfer funds to/from your savings, checking, money market, club, and Line of Credit accounts.
- Obtain balance information for your savings, checking, money market, club, and Line of Credit accounts.
- Make loan payments from your savings, checking, money market, club, and Line of Credit accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

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

The following limitations on Touch Tone Teller transactions may apply:

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

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

e. Preauthorized EFTs.

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

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

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

- Transfer funds to/from your savings, checking, loan, money market, club, and Line of Credit accounts.
- Transfer funds to/from your savings, checking, money market, and club accounts to accounts held at another financial institution.
- Obtain balance information for your savings, checking, loan, money market, club, and Line of Credit accounts.
- Make loan payments from your savings, checking, money market, and club accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors, your account may be subject to a fee.
- View your account statements.

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

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- Transfers made to/from accounts held at another financial institution are limited to a maximum of $5,000.00 inbound and $5,000.00 outbound per day.
- See Section 2 for transfer limitations that may apply to these transactions.

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

- Transfer funds from your savings, checking, loan, money market, and club accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, money market, and club accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Use Flash Cash to deposit checks into your savings, checking, money market, and club accounts.

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

The following limitations on Mobile Banking transactions may apply:

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

i. Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

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

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- Maximum number of payees is 45. The dollar limit is the available balance in your checking account on any payment. In no case can the payment exceed $9,999.99 to a single payee and $25,000.00 to multiple payees in any one (1) day.

2. TRANSFER LIMITATIONS — The dollar limit is the available balance in your checking account on any payment. In no case can the payment exceed $9,999.99 to a single payee to multiple payees in any one (1) day.

3. CONDITIONS OF EFT SERVICES —

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

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

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

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

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

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

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

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

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

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

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

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

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

262.886.5900

or write to:

Educators Credit Union
PO Box 081040
Racine, WI 53408-1040
Fax: 262.886.1195

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

6. RIGHT TO RECEIVE DOCUMENTATION —

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

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by using Online Banking, Mobile Banking via our mobisite, iPhone or Android app, Touch Tone Teller, or calling 262.886.5900. This does not apply to transactions occurring outside the United States.

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

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

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

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.

- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

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

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

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

262.886.5900

or write to:

Educators Credit Union
PO Box 081040
Racine, WI 53408-1040
Fax: 262.886.1195

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

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

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

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

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

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

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

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

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Wisconsin, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

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

UNDERSTANDING OVERDRAFTS AND MANAGING OVERDRAFT FEES

We know that overdrafts sometimes happen. Understanding how overdrafts happen and when we assess overdraft fees may allow you to manage your account to minimize or even avoid overdraft fees.

We provide the following information about our policies and practices concerning overdrafts. We also provide information about our overdraft protection programs. If you have questions or would like to sign up for overdraft protection options, please stop by or call any of our convenient locations.

Educators Credit Union's policies and practices regarding funds availability, how we determine available balance, and other concepts can affect the number of overdrafts on your account. Many of Educators Credit Union's services are provided at little or no direct charge to you, but we do charge fees for certain services, including fees for overdrafts. This overview describes Educators Credit Union's overdraft programs and policies. Such information may help you limit and possibly avoid overdraft fees in connection with your account.

This is only a brief summary. For complete information, you should review the Membership and Account Agreement, Funds Availability Policy Disclosure, Truth in Savings Disclosure, Discretionary Overdraft Privilege Policy Disclosure, Overdraft Protection Transfer Agreement, and the Account Service Fee Schedule (individually and collectively, the "Consumer Disclosure(s)"). All of these have been previously provided to you, or accompany this disclosure. Copies are available at your nearest Educators Credit Union location.

Summary of Overdrafts

An overdraft may occur if Educators Credit Union is presented with a request to pay a check or ACH transfer or similar order for the payment, transfer, or withdrawal of funds from your account (each of these may be referred to as a "withdrawal request"), that exceeds the funds available for withdrawal in your account, unless you have entered into the Overdraft Protection Transfer Agreement referenced above to cover such a withdrawal request. An overdraft may result in an overdraft fee. Educators Credit Union does not assess overdraft fees for withdrawal requests initiated by use of your debit card, whether at an ATM, point of sale, or otherwise. Instead, it rejects withdrawal requests initiated by use of your debit card for which the request would exceed the available balance in your account.

Available balance

Funds available for withdrawal at any given time are called your available balance. "Available balance" means the account balance less the amount of pending debit card transactions and pending deposits. (See the Funds Availability Policy Disclosure for a complete description of the availability of deposited funds.) The account "balance" means the full amount of all deposits to your account as well as payment transactions that have been posted to your account. The account balance does not reflect debit card transactions that have been authorized at the point of sale but are still pending.

We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card, and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of the account balance. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. If your account lacks a sufficient available balance to pay a withdrawal request (other than a request made through use of a debit card, as described in greater detail below), we may charge your account an overdraft fee, regardless if we pay the withdrawal request.

There are several ways to obtain up-to-date information about your available balance, including by doing a balance inquiry through an ATM, online banking, telephone banking, mobile banking, or in person at a branch.

Transactions Resulting in Overdraft Fees.

If we pay or return a withdrawal request when your account lacks sufficient funds available for withdrawal, we may charge your account an overdraft fee of $30 per item. A fee may be imposed for covering overdrafts created by checks, share drafts, ACH transfers, and similar orders for the payment, transfer, or withdrawal of funds from your account.

Educators Credit Union does not assess overdraft fees for withdrawal requests initiated by use of your debit card, whether at an ATM, point of sale, or otherwise. Educators Credit Union rejects withdrawal requests initiated by use of your debit card for which the request would exceed the available balance in your account, without assessing an overdraft fee.

How Transactions are Posted to Your Account.

There are two basic types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account; see the Consumer Disclosures for more detail.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure provided at the time you opened your account for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we do not control when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day, throughout the day.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted each day, throughout the day.
- **Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) or signature at the time of sale. These transactions are similar to ATM withdrawal transactions because the money is deducted from your available balance immediately. However, such a transaction may not be immediately presented for payment by the merchant, so may not be deducted from your account balance for hours or sometimes days after the transaction. The actual timing of presentation for payment depends on the merchant and its payment processor. Regardless, as soon as Educators Credit Union authorizes the purchase transaction, your available balance will be reduced by the amount authorized. These payment requests are received in real time throughout the day and are posted to your account when they are received. You can track your

available balance by doing a balance inquiry through an ATM, or by monitoring your account via online banking, telephone banking, mobile banking, or in person at a branch

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels, and certain other retail establishments. We cannot control how much a merchant asks us to authorize for a hold, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

Educators CREDIT UNION

TRUTH-IN-SAVINGS DISCLOSURE

LAST DIVIDEND DECLARATION DATE
Monthly: **Quarterly:**

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

RATE SCHEDULE

ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	
Prime Share Savings	See Separate Rate Sheet	Quarterly	Quarterly	Quarterly (Calendar)	$5.00 (savings and checking); $25.00 (savings only)	—	$100.00	Daily Balance	—
Special Savings		Quarterly	Quarterly	Quarterly (Calendar)	—	—	$100.00	Daily Balance	—
Change Up Savings		Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	—
Summer Pay Plan		Quarterly	Quarterly	Quarterly (Calendar)	—	—	$100.00	Daily Balance	—
United High Yield Money Market		Monthly	Monthly	Monthly (Calendar)	$1,000.00	$1,000.00	—	Daily Balance	—
IRA United High Yield Money Market		Monthly	Monthly	Monthly (Calendar)	$25.00	—	—	Daily Balance	—
Premium Money Market		Monthly	Monthly	Monthly (Calendar)	$10,000.00	—	$10,000.00	Daily Balance	—
IRA Premium Money Market		Monthly	Monthly	Monthly (Calendar)	$10,000.00	—	$10,000.00	Daily Balance	—
Christmas Club		Quarterly	Quarterly	Quarterly (Calendar)	—	—	$100.00	Daily Balance	Account withdrawal limitations apply.
Vacation Club		Quarterly	Quarterly	Quarterly (Calendar)	—	—	$100.00	Daily Balance	Account withdrawal limitations apply.
Health Savings Account		Monthly	Monthly	Monthly (Calendar)	—	—	$100.00	Daily Balance	—
Checking		Monthly	Monthly	Monthly (Calendar)	$20.00	—	$2,500.00	Daily Balance	—

ACCOUNT DISCLOSURES

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

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Prime Share Savings and Summer Pay Plan accounts, the dividend rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. For Special Savings accounts, the dividend rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. For Change Up Savings, United High Yield Money Market, IRA United High Yield Money Market, Premium Money Market, IRA Premium Money Market, Christmas Club, Vacation Club, Health Savings Account, and Checking accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule.

The Premium Money Market and IRA Premium Money Market accounts are tiered rate accounts. If your daily balance is from $10,000.00 to $99,999.99, the first dividend rate and

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annual percentage yield listed for this account in the Rate Schedule will apply. If your daily balance is $100,000.00 to $249,999.99, the second dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your daily balance is $250,000.00 or greater, the third dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account. The United High Yield Money Market account is a tiered rate account. If your daily balance is less than $2,499.99, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your daily balance is from $2,500.00 to $9,999.99, the second dividend rate and annual percentage yield listed for this account will apply. If your daily balance is from $10,000.00 to $24,999.99, the third dividend rate and annual percentage yield listed for this account will apply. If your daily balance is from $25,000.00 to $49,999.99, the fourth dividend rate and annual percentage yield listed for this account will apply. If your daily balance is $50,000.00 or greater, the fifth dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account. The IRA United High Yield Money Market account is a tiered rate account. If your daily balance is from $25.00 to $2,499.99, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your daily balance is from $2,500.00 to $9,999.99, the second dividend rate and annual percentage yield listed for this account will apply. If your daily balance is from $10,000.00 to $24,999.99, the third dividend rate and annual percentage yield listed for this account will apply. If your daily balance is from $25,000.00 to $49,999.99, the fourth dividend rate and annual percentage yield listed for this account will apply. If your daily balance is $50,000.00 or greater, the fifth dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.

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

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

4. ACCRUAL OF DIVIDENDS — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. However, for Christmas Club and Vacation Club accounts, any accrued dividends will be paid if you close the account within seven (7) days of the date you open it.

5. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Prime Share Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Checking accounts, the minimum opening deposit requirement does not apply to individuals under the age of 18. For United High Yield Money Market accounts, there is a minimum daily balance required to avoid a service fee for the dividend period. If the minimum daily balance requirement is not met during each day of the dividend period, you will be charged a service fee as stated in the Fee Schedule. For Prime Share Savings, Special Savings, Summer Pay Plan, Premium Money Market, Christmas Club, Vacation Club, Health Savings Account, and Checking accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the period, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the daily balance method as stated in the Rate Schedule dividends are calculated by applying a daily periodic rate to the principal in the account each day.

6. ACCOUNT LIMITATIONS —. For Christmas Club accounts, the entire balance will be transferred to another account of yours on or after November 1 and the account will remain open. For Vacation Club accounts, the entire balance will be transferred to another account of yours on or after June 1 and the account will remain open. For Change Up Savings accounts, deposits other than the daily Change Up transfer are not permitted. For Prime Share Savings, Special Savings, Change Up Savings, Summer Pay Plan, United High Yield Money Market, IRA United High Yield Money Market, Health Savings Account, and Checking accounts, no account limitations apply.

7. FEES FOR OVERDRAWING ACCOUNTS — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.

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

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

Par Value of One Share	$5.00
Number of Shares Required	1

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

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

Your savings federally insured to at least $250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency

Educators CREDIT UNION

TRUTH-IN-SAVINGS DISCLOSURE

Effective Date:
8/28/2023

The rates, fees and terms applicable to your account at the Credit Union are provided in this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

RATE SCHEDULE – CERTIFICATE ACCOUNTS

Account Type	Dividend Rate (%)	Annual Percentage Yield (APY) %	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
☐ **Share Certificate**										
91 Day	**SEE CURRENT RATE SHEET**		Fixed	$500.00	☐ Monthly ☒ Quarterly	☐ Monthly ☒ Quarterly	Account's Term	Not Allowed	Allowed - See Transaction Limitations Section	Automatic
182 Day										
1 Year										
18 Month										
2 Year										
3 Year										
4 Year										
5 Year										
☐ **IRA Certificate**										
91 Day	**SEE CURRENT RATE SHEET**		Fixed	$500.00	☐ Monthly ☒ Quarterly	☐ Monthly ☒ Quarterly	Account's Term	Not Allowed	Allowed - See Transaction Limitations Section	Automatic
182 Day										
1 Year										
18 Month										
2 Year										
3 Year										
4 Year										
5 Year										
☐ **Coverdell ESA Certificate**										
91 Day	**SEE CURRENT RATE SHEET**		Fixed	$500.00	☐ Monthly ☒ Quarterly	☐ Monthly ☒ Quarterly	Account's Term	Not Allowed	Allowed - See Transaction Limitations Section	Automatic
182 Day										
1 Year										
18 Month										
2 Year										
3 Year										
4 Year										
5 Year										
☐ **275 Day Add-On Share Certificate**										
275 Day	**SEE CURRENT RATE SHEET**		Fixed	Fixed	☐ Monthly ☒ Quarterly	☐ Monthly ☒ Quarterly	Account's Term	Allowed - See Transaction Limitations Section	Allowed - See Transaction Limitations Section	Automatic
☐ **275 Day Add-On IRA Certificate**										
275 Day	**SEE CURRENT RATE SHEET**		Fixed	Fixed	☐ Monthly ☒ Quarterly	☐ Monthly ☒ Quarterly	Account's Term	Allowed - See Transaction Limitations Section	Allowed - See Transaction Limitations Section	Automatic
☐ **275 Day Add-On Coverdell ESA Certificate**										
275 Day	**SEE CURRENT RATE SHEET**		Fixed	Fixed	☐ Monthly ☒ Quarterly	☐ Monthly ☒ Quarterly	Account's Term	Allowed - See Transaction Limitations Section	Allowed - See Transaction Limitations Section	Automatic

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☐ **30 Month Add-On Share Certificate**									
30 Month	**SEE CURRENT RATE SHEET**	Fixed	Fixed	☐ Monthly ☒ Quarterly	☐ Monthly ☒ Quarterly	Account's Term	Allowed - See Transaction Limitations Section	Allowed - See Transaction Limitations Section	Automatic
☐ **30 Month Add-On IRA Certificate**									
30 Month	**SEE CURRENT RATE SHEET**	Fixed	Fixed	☐ Monthly ☒ Quarterly	☐ Monthly ☒ Quarterly	Account's Term	Allowed - See Transaction Limitations Section	Allowed - See Transaction Limitations Section	Automatic
☐ **30 Month Add-On Coverdell ESA Certificate**									
30 Month	**SEE CURRENT RATE SHEET**	Fixed	Fixed	☐ Monthly ☒ Quarterly	☐ Monthly ☒ Quarterly	Account's Term	Allowed - See Transaction Limitations Section	Allowed - See Transaction Limitations Section	Automatic

ACCOUNT DISCLOSURES

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

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

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

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

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

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

6. TRANSACTION LIMITATIONS — For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. For 275 Day Add-On Share Certificate, 275 Day Add-On IRA Certificate, 275 Day Add-On Coverdell ESA Certificate, 30 Month Add-On Share Certificate, 30 Month Add-On IRA Certificate, and 30 Month Add-On Coverdell ESA Certificate accounts, you may make additional deposits with a minimum deposit of $500.00. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below and your account will be closed. Partial withdrawals are not allowed.

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

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

a. Amount of Penalty. The amount of the penalty is calculated based on the term of the share certificate. The amount of the penalty is the lesser of the dividends earned to the date of withdrawal or the dividends earned on 25% of the term (measured in days) of the share certificate.

b. How the Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been earned on the account. If the share certificate has been open less than 25% of the share certificate's original term (measured in days), the penalty will be the dividends earned to the date of withdrawal. If dividends have already been paid, the penalty will be deducted from the principal.

c. Exceptions to Early Withdrawal Penalties. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

(i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.

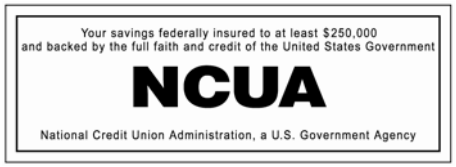
(ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; provided that the depositor forfeits an amount at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA and the owner attains age 59½ or becomes disabled.

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

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

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

Par Value of One Share	$5.00
Number of Shares Required	1



Educators Credit Union
PO Box 081040
Racine, Wisconsin 53408
262.886.5900

PERSONAL & BUSINESS ACCOUNT SERVICE FEE SCHEDULE

General Account Maintenance

Touch Tone Teller Transfers ..... FREE
Educators Online Banking Transfers* ..... FREE
Telephone Transfers by Office Personnel $3.00
History or Checks Cleared Printout
(per month – last 30 days) (FREE in person)* $3.00
Statement Copies (per month)* $5.00
Dormant or Inactive Account after 18 months (per month)
(excludes accounts with Share Certificate, IRA,
or active** loan or credit card accounts) $5.00
Money Market Below Minimum Balance Fee (per month) $10.00
Early Account Closure (Prime Share – first 90 days
after account opening) $20.00
Health Savings Account (HSA) (one-time activation fee) $25.00
Account Balancing or Research (per hour) $30.00

Checking

Copy of Paid Check* $5.00
ACH Stop Payment $25.00
Stop Payment Order $25.00
Non-Sufficient Funds $30.00
EFT Withdrawal Returned or Paid (insufficient funds) $30.00
Courtesy Overdraft Privilege (OD Privilege Fee) $30.00
Foreign Check (U.S. or foreign funds) (approx. $10-$50) ..... COST
Check Order ..... VARIES BY DESIGN

Debit and Credit Cards

Re-PIN of Debit Card (all full-service locations) ..... FREE
Copy of Draft/Charge Slip (Debit/Credit Card) $5.00
Replacement of Credit Card or Debit Card $5.00
Replacement of Metal Card $40.00
Design My Card (one FREE card within three-year
expiration, otherwise fee applies per card) $10.00
ATM Empty Envelope Deposit $50.00

Miscellaneous

Coin Machine (limited use – details on coin machines) ..... FREE
Cashier's Checks (checks over $1,000/one FREE per day) $3.00
Check Cashing Fee (savings accounts only with less
than $100 – waived for minor accounts) $5.00
Return Mail or Statement – incorrect address (per month) $5.00
Bill Pay – same day payment (overnight – expedite) $34.95
Bill Pay – second day air payment (expedite) $29.95
Non-Member Cashier's Check/Check Collection Fee $10.00
Stop Payment on Lost Cashier's Check/Money Order $25.00
Garnishment/Levy Fee (per order) $30.00
Mortgage Subordination Agreement $150.00
Box of Coin $10.00

Wire Transfers

Wire Transfer (incoming) $10.00
Wire Transfer (outgoing - domestic) $20.00
Wire Trace Fee ..... COST

Safe Deposit Boxes

Box Sizes and Annual Rental Fees:
3" x 5" x 24" $30.00
5" x 5" x 24" $45.00
3" x 10" x 24" $50.00
5" x 10" x 24" $65.00
6" x 10" x 24" $65.00
10" x 10" x 24" $90.00
Lost Key (one key) $20.00
Late Fee (30 days past due date) $10.00
Drilling Fee (both keys lost - min. $225) ..... COST

**FREE if done online with Educators Online Banking.*
***At least one purchase, advance or payment must be completed within the last 12 months. Effective 9/15/16 and subject to change. Visit www.ecu.com for the most up-to-date fees.*

Other Business Account Service Fees

Business accounts are subject to all fees listed on the Personal & Business Account Service Fee Schedule plus the following:

Checking

Monthly Checking Account Fee
(waived for estatement accounts) $10.00
Per Item Charge for Business Checking
(first 300 FREE each month) $0.15
All Business Checking Set-up Charge
(one-time – waived for non-profit checking) $25.00

Online Business Banking

Basic Package ..... FREE
Premium Package (per month)
(includes ACH & Domestic Wire access) $30.00
Bill Pay Unlimited Transactions (per month) $15.00

Wire Transfers

Wire Transfer (outgoing – international) $50.00

eStatement Disclosure

Please review this eStatement Disclosure and click "Agree" to continue with the enrollment process. If you do not click "Agree," you will continue to receive paper statements and notifications. Additional fees may apply as disclosed on the Fee Schedule provided to you at account opening. For the most up-to-date Fee Schedule, please visit www.ecu.com or contact Educators Credit Union using any of the methods listed below.

Terms
To receive eStatements, you must have a working internet connection with email capability to open Portable Document Format (PDF) files with Adobe Reader 6.0 or higher.

Upon enrollment, new account disclosures, periodic account statements, credit card, loan statements, tax documents, overdraft notices, share certificate renewals, annual change in terms notices and the Educators monthly newsletter will only be provided electronically. Requests for paper copies of these documents will be subject to statement or research fees as disclosed in the Fee Schedule you received when you opened your account. You may request paper copies by contacting us using the information provided below.

At the time of enrollment or upon our request, you agree to provide us with an email address and/or password needed to access your account information.

You may change your email address(es) at any time in Online/Mobile Banking by clicking on Settings, then Contact and clicking the pencil icon to review the email address.

We will send you an email notification when your eStatement, tax form or notice that documents are available to view online. You are responsible for updating your email address. If your notification is returned as undeliverable, we will unenroll you from the eStatement feature. You are responsible for logging in periodically to view your eStatements or e-notices. If you are unable to view your eStatement once you have logged in, please contact Member Services immediately at esupport@ecu.com.

If we change the minimum hardware or software requirements, we will send you a description of the new hardware and software requirements to the email address you provided. If you are unable to receive eStatements, you must notify Educators Credit Union at the number or address below. In the event you are unable to receive eStatements, you will be released from this agreement with no penalty or consequence to you and paper statements will be mailed to you at the address we have on record for the account. Additional fees may apply for the receipt of paper statements per the Fee Schedule.

You may withdraw your consent for eStatements by clicking on the Profile menu option from within the eStatement application and selecting the paper option in the delivery preference field for the account you wish to change. Upon withdrawal, the documents will be sent in paper form to your address of record. Your account may be subject to additional service fees as disclosed on the Educators Fee Schedule.

In the event you wish to cancel digital communication, you have the ability to do so through the product, or you may contact Member Service via one of the following methods:

1. Call: 262-886-5900 or 800-236-5898 during regular member service hours listed below
2. Write to us: Educators Credit Union, ATTN: Member Services P.O. Box 081040, Racine, WI 53408
3. By: visiting any of our branches

Educators Credit Union may terminate or suspend service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. You may terminate this Agreement at any time by providing written notice to us at the address listed below.

We reserve the right to terminate this Agreement immediately, with or without cause, upon providing notice of such termination to you. Any termination of this Agreement shall not affect any of your obligations arising prior to such termination, including but not limited to any indemnification obligation that relates to action or inaction taken prior to termination.

Upon termination of eStatements, by you or by us, a new enrollment will be required to reinstate this service.

This agreement shall be governed by the laws of the United States and by the internal laws (but not the Law of Conflicts) of the State of Wisconsin to the extent applicable and by regulations of any governmental agency having jurisdiction over us. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

This Agreement supplements any other agreements or disclosures related to your account(s). If there is a conflict between this Agreement and any others, or any statements made by employees or agents, the Membership Agreement and Disclosures shall supersede.

Member Response Center Center-eSupport
Educators Credit Union
memberservice@ecu.com

Our Member Response Center hours are Monday through Friday 8:30 a.m. to 6:00 p.m. Central Standard Time (CST) and Saturday 8:30 a.m. to 1:00 p.m. CST

(262) 886-5900
(800) 236-5898

Mailing Address:
Educators Credit Union
Member Response Center- eSupport
P.O. Box 081040
Racine, WI 53408

By clicking "Agree," you consent to receive electronic notices, regulatory disclosures, and account statements from Educators Credit Union, and that you have read the above disclosure and agree to the described terms and conditions

1326 Willow Rd.
Mount Pleasant, WI 53177
Racine, WI 53408-1040

Educators CREDIT UNION®

VISA® DEBIT CARD RULES AND CARDHOLDER AGREEMENT

Educators Credit Union Debit Card Rules and Electronic Funds Transfer Disclosure

These rules govern the relationship between Educators Credit Union and each member to whom a VISA® Debit Card is issued.

DEFINITIONS: The following definitions apply to these rules; "Account" means the account designated on the application for your VISA® Debit Card. "Card" means the Educators VISA® Debit Card issued by Educators and any duplicate, renewal, or substitution card Educators issues to you. "PIN" means your Personal Identification Number or Code which will be chosen by you for use with your Card. "ATM" means Automated Teller Machine at which you may use your card together with your PIN to perform transactions. "We," "us" or "our" refers to Educators Credit Union. The words "you," "your," "member" or "cardholder" refers to each person who is a party to the account. "POS Transaction" means any use of the Card through a VISA® Merchant Terminal (and not an ATM terminal) to pay a merchant for goods or services at point of sale. "VISA® Merchant Terminal" means any terminal by which a merchant electronically verifies the authorization for use of either a VISA® Debit Card. A VISA® Terminal does not generally require use of your PIN and is not an ATM terminal for purposes of these rules.

USE OF CARD AND PIN: You have requested that Educators issue you a Card. You will choose the PIN for your Card. Do not reveal your PIN to anyone else or write it down anywhere it may be available to others. DO NOT WRITE YOUR PIN ON YOUR CARD.

If your account is a Savings Account only, you may use your Card and PIN to perform transactions at ATMs. If you have a Checking and Savings Account, you may use your Card and PIN to perform the following transactions at ATMs, merchants, and financial institutions that accept VISA®:

- Withdraw cash from your Account.
- Purchase goods and services at merchants who have agreed to accept the Card.
- Order goods and/or services by mail, internet or telephone with merchants who have agreed to accept the Card.

Some of these services may not be available at all terminals. Each Transaction with the Card will be debited from your Account on the date the transaction is posted to your Account.

DEPOSITS All checks or drafts authorized through a terminal for deposit are credited subject to collection and the credit will be reversed if the check or draft is not paid. All cash deposits are received subject to verification. If the reversal overdraws the account, Educators may charge all or part of the deficiency to any other account at Educators of any member authorized to use the Card and member shall pay to us any deficiency which cannot be paid out of such accounts. Educators places a three (3) business day hold on all ATM check deposits. If a deposit only contains cash, there will be no hold placed on the cash deposit. You should not make cash withdrawals, check card purchases or write checks for more than that amount until after the three (3) business day hold, or your transactions may be denied.

BUSINESS DAYS: Our business days are Monday through Friday, excluding holidays.

CARD OWNERSHIP TERMINATION: The Card remains the property of Educators and shall be surrendered immediately to Educators upon request. We may withhold approval of any transaction at any time.

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Educators CREDIT UNION®

ACCOUNT REQUIREMENT, PAYMENT RESPONSIBILITY: The services described in the Agreement will be available to you as long as you maintain an Account with us. You are liable for the payment of Card transactions authorized by you. If any terms of the Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws.

RESPONSIBILITY FOR TRANSACTIONS: You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. If the Account is a joint account, all transactions involving the Account are binding on all account holders. Refer to UNAUTHORIZED TRANSACTIONS below concerning your liability for unauthorized transactions.

UNAUTHORIZED TRANSACTIONS: You agree to examine your receipts and periodic statements in a timely manner. If you believe your Card or PIN has been lost, stolen, or someone has or may use your Card without your permission, you should notify us either verbally or in writing immediately at:

Educators Credit Union
P.O. Box 081040
Racine, WI 53408-1040
Ph. 800.236.5898

CARDHOLDER LIABILITY: In accordance with Section 909 of the Electronic Funds Transfer Act, your maximum liability for a debit card with the VISA® logo is $0, if you, report loss, theft or unauthorized use of the Card. Your account must be in good standing and you or your designated authorized signer must have exercised reasonable care in safeguarding your card, and you cannot have reported two or more unauthorized events in the past 12 months for the Zero Liability to apply. If you suspect unauthorized activity on your account, stop using your Card and contact the credit union as soon as possible.

REFUSAL TO HONOR CARD: Educators is not liable for the refusal or inability of any electronic terminal to honor the Card or complete a transaction on your account, or for their retention of the Card. Educators is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

ADVISORY AGAINST ILLEGAL USE: You agree to not use your Card for illegal gambling or other illegal purpose. Display of a payment Card logo does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located. We reserve the right to decline illegal purpose and/or internet gambling transactions.

NEGATIVE BALANCE: You agree to pay the Credit Union immediately upon demand for any negative balance. Whenever your account is negative, we may deduct the amount of any negative balance including fees on your account from any other account you have with the credit union, except an Individual Retirement Account, and charge off any remaining amount owed within a reasonable amount of time.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS: If you have both a Savings and Checking Account, you may only use the Card if the available balance in your account will be sufficient to pay the amount of the cash withdrawal, or other electronic transaction. Any POS transaction or cash withdrawal may be subject to authorization by us or by VISA®. If you only have a Savings Account, you may use the Card only if the available balance in your account will be sufficient to the amount of the cash withdrawal.
For security reasons, terminals or terminal operators may have limits on the amount of withdrawals you can make. The daily cash withdrawal limit shall not exceed your balance or $1005, whichever is less. The daily transaction limit shall not exceed your available balance. This daily transaction limit will include any combination of cash withdrawals and/or purchases made. Should we impose stricter limitations on transaction, we will notify you in accordance with the AMENDMENT section of this Agreement.

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Educators CREDIT UNION®

LIMITATIONS ON USE OF CARD: You may not use the Card to:

- Request any transaction at a terminal if you know or are informed at the terminal or by a clerk that a terminal is malfunctioning or not operating.
- Attempt any transactions at an ATM or POS terminal without the use of your Card and correct PIN.
- Attempt to initiate any transaction in connection with an account that has been closed by you or by Educators, or which is subject to legal process or other encumbrance.
- Request a withdrawal or transfer of funds from an account if the withdrawal or transfer would overdraw the account; a withdrawal or transfer in an amount in excess of any dollar limitations imposed by the terminal operator; or a withdrawal which exceeds limits as established and disclosed by Educators.

REFUNDS ON POS TRANSACTIONS: Cash refunds will not be made to you on purchases made with your Card. If a merchant who honors your Card gives you credit for merchandise returns or adjustments, the merchant will do so by applying a credit to your account and giving you a credit slip.

USE OF CARD WHILE TRAVELING: If you will be traveling out of your residing state or to a foreign country, spending activity in a different area may prompt your card number to appear on a report for unusual activity. To prevent your card from being temporarily blocked due to irregular activity and fraud prevention, you should notify the credit union of your travel plans prior to traveling. In special circumstances, prior notification may not guarantee your card will not be blocked as a precaution.

FOREIGN TRANSACTIONS: If a Card is used to effect a transaction in a foreign currency, the transaction amount will be converted into the US dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is the rate selected by VISA® from a 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 exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

FEES AND CHARGES: Each account accessible with the Card will be subject to the Card fees and charges provided to you in the separate fee schedule. These fees and charges are subject to change.

DOCUMENTATION: Depending on the terminal, you will receive or you may choose to receive a receipt at the time you make a transaction using an ATM or Point of Sale (POS) terminals. You should retain copies of all records, including receipts and credit slips. You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances. You will be sent a monthly account statement which will include the transactions made using your Card.

DISCLOSURE OF ACCOUNT INFORMATION: We will disclose information to third parties about your account or the transaction you make in the following instances:

- When it is necessary for completing transaction or resolving error claims.
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant.
- In order to comply with a government agency or court order.
- If you give us your written permission.

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Educators CREDIT UNION®

STOP PAYMENT RIGHTS:

- If you have arranged in advance to make regular electronic fund transfers out of your accounts for money you owe others (excluding online bill payment), you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally using the contact information indicated in the section labeled UNAUTHORIZED TRANSACTIONS anytime up to three business days before the scheduled date of transfer. The Credit Union may require written confirmation of the stop payment.
- If the payments vary in amount, the person you are going to pay is required to tell you ten days before each payment, when the payment 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.

LIMITATIONS ON EDUCATORS RESPONSIBILITIES: The terminals or any other system containing terminals at which the Card may be used are available for your convenience, and except to the extent provided in Section 910 of the Electronic Funds Transfer Act, Educators is not liable for any loss, cost, damage, or expense incurred by the cardholder by reason of malfunction of any part of the system or failure to complete any transaction which is caused by natural disaster, fire, strike, war, riot, or any other cause beyond control of Educators and any other entity which is part of or connected to the system.

Educators is not liable for any personal injury or tangible property damage suffered or incurred by member through use or attempted use of the Card at any ATM terminal. Educators is not liable for consequential damages.

OUR LIABILITY IF WE FAIL TO MAKE CERTAIN TRANSACTIONS: If we do not complete a transaction to or from your account on time or in the correct amount according to these rules, when you have properly instructed us to do so, we will be liable to you for damages which you prove are directly caused by our action. However, there are some exceptions to our liability. We will not be liable, for instance:

- If through no fault of ours, your account does not contain enough money to make the transaction.
- If the ATM terminal where you are making the transaction does not have enough cash.
- If the terminal or network was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions that we have taken.
- Other exceptions as stated in this disclosure.

JOINT MEMBER ACCOUNTS: Each member who is a party to an account which is a joint account hereby appoints each other member who is a party to such account as member's attorney with power to appoint one or more agents with power to use the Card to make withdrawals from such account. Each member shall indemnify Educators for any tax it may be required to pay under Wisconsin statutes by reason of withdrawals or payments from the account, after the death of a member, to any person or to the survivor in the case of a joint account.

AGREEMENT TO COMPLY WITH RULES: Your retention of, signature on, or use of the Card constitutes your agreement to comply with these rules as amended from time to time. This agreement and your use of the Card will be governed by the laws of the State of Wisconsin.

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Educators CREDIT UNION®

ERROR RESOLUTION: You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems or contact us if you need more information noted on your statement or receipt to use within a reasonable time. You agree that the time to examine your statement and report to us with depend on the circumstances, but will not, in any circumstance, exceed 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded for asserting otherwise. Call or write us immediately if you detect an error at:

Educators Credit Union
P.O. Box 081040
Racine, WI 53408-1040
Ph. 262.886.5900

If you tell us orally, we may require your complaint or question in writing including:
Your name and Account Number

- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- Include a telephone number at which you can be reached in case we need additional information.

We will tell you the results of our investigation within ten business days (twenty business days for POS transaction or if the transaction was initiated outside the U.S.) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five days (ninety days for POS transaction if the transaction was initiated outside the U.S.) to investigate your compliant or question. If we decide to do this, we may provide you within ten days, provisional credit during the time period we are investigating the transactions (twenty business days for POS transaction or if the transaction is initiated outside the U.S.) If we ask you to put your complaint in writing and we do not receive it within ten days, we may choose to not give you provisional credit.

OTHER AGREEMENTS: All terms, conditions, and agreements which govern the Account in any related rules and regulation also apply to the Card except where these rules provide differently.

AMENDMENTS: We may amend the rules at any time. You will be given forty-five days notice before the change becomes effective if the change will result in increased fees or liability to you or stricter limitations on the transaction you make. If an immediate change is necessary for security reasons, no prior notice may be given.

Educators Credit Union
PO Box 081040
Racine, Wisconsin 53408
262.886.5900

Educators Texting Policy

(Account-related messages only)

By providing us with your mobile number and opting-in, you give **Educators Credit Union** permission to send you account-related text messages, like payment reminders and notifications in conjunction with the services you have requested.

- Number of messages will vary by account.
- Message and data rates may apply.
- To opt-out, text STOP to any text message we send you. An opt-out confirmation message will be sent back to you.
- To request support, text HELP to any text message we send you or contact us at https://www.ecu.com/contact-us/.
- If your handset does not support MMS, any MMS messages sent may be delivered as SMS messages.
- Wireless carriers are not liable for undelivered or delayed messages.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt in data and consent; this information will not be shared with any third parties.

Last Revised: August 4, 2023.