



# **ACCOUNT AGREEMENTS & DISCLOSURES**

## MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. This includes documents delivered electronically through a third party internet based authentication esign product or service. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share or other accounts you have with the Credit Union. In an effort to reduce costs you agree that we may optically scan, image, or electronically capture the image of your original Account Card, and any subsequent Account Change Card(s) (including all related forms and documents that pertain to your account(s) and service(s)).

Your account type(s) and ownership features are designated by you on your Account Card, or through the Credit Union's online application and authentication process. This includes documents delivered electronically through a third party internet based authentication esign product or service. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, Schedule of Fees, or Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

**1. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) ("membership share") 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 and services you request. Determining membership eligibility involves adherence to the Member Identification Program, Bank Secrecy Act, and the USA Patriot Act (see disclaimer on the Account Card). In addition to providing us with your current name, physical residential address, phone number, and birth date, you agree that we may retain a copy or electronic image of your current government issued picture identification. We require you to certify for IRS reporting purposes that the Social Security Number (SSN), or Employer Identification Number (EIN) matches the name and address, and

indicate whether you are currently subject to backup withholding and whether you are a U.S. Citizen or U.S. Person.

**2. INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one (1) member (individual, DBA, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights. The ownership and/or survivorship features of the "membership share" apply to all additional account shares opened under that account number.

**a. FIDUCIARY/TRUST ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. Pursuant to the adherence of Credit Union's bylaws and policies, we reserve the right to review such documents and you understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated fiduciary. We reserve the right to require checks made payable to the Trust or Fiduciary entity be deposited into the account of the same entity name, rather than being cashed.

**b. DBA/ORGANIZATIONAL ACCOUNTS** - The Credit Union will not open any Company, Corporation, LLC, or Incorporated business accounts. Accounts held in the name of a DBA (Doing Business As or Sole Property), or Organizational Account are subject to the terms of this agreement as well as the following additional terms: You must provide the Credit Union with additional documentation acceptable to us appointing those individuals who are authorized on behalf of the entity to open accounts and transact business. Any changes to such authorization must be made in writing acceptable to the Credit Union, and we will not be liable for any actions taken before we are provided with such acceptable written notice of any changes in authorization(s). We have no duty to inquire or investigate

regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative, and we will have no notice of any wrongdoing unless and until we are informed in writing of such wrongdoing. We reserve the right to require checks made payable to the DBA or Organizational entity be deposited into the account of the same entity name, rather than being cashed.

**3. JOINT ACCOUNTS** - A joint account is an account owned by two (2) or more persons. The ownership and/or survivorship features of the "membership share" apply to all additional account shares opened under that account number.

**a. 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 (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**b. Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters including but not necessarily limited to adding additional services, or terminating some or all services, relating to the account, or adding owners to the account. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. However, any primary account owner (primary member) may, without the signature or written authorization of any account owner, and without any duty by the Credit Union to notify the other account owners, remove any owners to 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.

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

rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

**4. POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship. 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** - We reserve the right to require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will allow the minor to make changes to the account status, including removing or adding other account owners, when the minor reaches the age of majority.

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

**7. AGENCY DESIGNATION ON AN ACCOUNT** - An agency (agent, attorney-in-fact (POA), or information user) designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. Please note that the form(s) must be acceptable to us in our discretion and unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others. We may accept any form that we believe was executed by you and act on instructions

we receive under that form without liability to you. You agree to reimburse us for all claims, costs, losses, and damages that we incur in accepting and acting on any power of attorney form that we believe you executed. We may pay any funds deposited in your account to your agent or upon the order of your agent. When we accept a power, we may continue to recognize the authority of your agent to act on your behalf without question until we receive written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We may require your agent to present the original form and refuse to act on a copy. An agent has no ownership interest in the account(s) or the credit union voting rights. We may restrict the types or sizes of transactions we permit your agent to conduct. The authority of your agent to receive payments, transact on, or otherwise make changes to your account generally terminates with your death or incapacity, unless the document creating such agency provides, in accordance with applicable law, that the agent's power continue in spite of your incapacity. We have no duty to inquire about the use or purpose of any transaction made by the agent.

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

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) 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 (2) 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.

**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 negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your

account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

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

**d. Final Payment.** All items or Automated Clearing House (ACH) transfers 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 or ACH transfers and impose a return item charge 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 funds transfer.

**e. Direct Deposits.** We may offer 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 filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**f. Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

## 9. ACCOUNT ACCESS -

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

**b. Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur 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, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**10. FUND TRANSFERS** - Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code 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. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds 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. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments 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. 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 for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer

may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order 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. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies, of which we have notified you, are commercially reasonable verification of payment orders and other electronic fund transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers. If we conduct a remittance transfer(s) on your behalf acting as a remittance transfer provider, such transactions will be governed by 12 C.F.R. part 1005, subpart B-Requirements for 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. 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.

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

**12. TRANSACTION LIMITATIONS -**

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers 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.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (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. We may require you to give written

notice of seven (7) to 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.

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

**14. OVERDRAFTS - OVERDRAFT PRIVILEGE SERVICE**

a. Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are 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 sufficient available funds in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the 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) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges. 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.

#### **a1. ALWAYS A DISCRETIONARY SERVICE**

Our service does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of or by us. Overdraft Privilege Service represents a purely discretionary courtesy or privilege that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.

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

**C. Participation in our ODP Service is not mandatory.** You may opt-out of the service any time by notifying one of our service representatives. Furthermore, you may revoke your affirmative consent to have ATM and onetime debit card transactions considered for payment under the ODP service without removing other items from the service. Simply inform us of your preference.

#### **c1. OPTIONAL OVERDRAFT PROTECTION SERVICES**

We offer additional overdraft protection services that you may apply for to protect yourself against the NSF/OD fees. These include Line-of-Credit Overdraft Protection and Transfer from your share savings account. If you apply for and are approved for these optional services, you may save money on the total fees you pay us for overdraft protection services.

**d.** For each overdraft we pay, we will charge the standard per item overdraft fee set forth in our fee schedule. The total fees that could be charged to your account over the life of your account are without limit.

If you're eligible account type has been open for at least thirty (30) days and thereafter you maintain your account

in good standing, which includes at least (A) that you are not in default on any loan obligation to us; (B) we reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand; and (C) your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien, we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned limit, including our fees.

#### **d1. INELIGIBLE ACCOUNTS AND LIMITATIONS**

Available only for eligible checking accounts that are maintained in good standing as defined above. Savings Type Accounts, Money Maker Accounts, Student Accounts, and any other Minor Accounts not of legal age are not eligible for this service. We may, in our sole option and discretion, limit

the number of your accounts eligible for Overdraft Privilege Service to one account per household and/or one account per taxpayer identification number.

#### **d2. ELIGIBLE ACCOUNT TYPES**

The account types that are eligible for Overdraft Privilege Service are: Checking Accounts.

**e.** This discretionary service will generally be limited to a \$500 overdraft (negative) balance for eligible personal checking account types without "Direct Deposit" or a \$700 overdraft (negative) balance for eligible personal checking account types with "Direct Deposit".

#### **f. Important Information Regarding Available Balance**

Altier Credit Union authorizes and pays transactions using the available balance in your account. The available balance is comprised of the ledger balance (collected funds) less any debit card holds, and does not include any deposited funds on hold. Altier Credit Union may place a hold on deposited funds. If the funds in the available balance are not sufficient to cover a transaction, any available overdraft protection and/or the amount of the Overdraft Privilege limit, may be used to authorize and pay a transaction.

Altier Credit Union will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed. Please call us at 602.797.3222 if you have any questions.

#### **15. POSTDATED AND STALEDATED CHECKS OR DRAFTS**

- You agree not to issue any check or draft that is payable on a future date (postdated). If you do 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.

#### **16. 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 be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act

on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

**b. Duration of Order.** Oral stop payment orders for check or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

**C. Liability.** Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. 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, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**17. 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: (1) your account contains insufficient funds 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 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.

#### **18. 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.

**19. 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.

**20. PLEDGE/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. 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 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 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 funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**21. LEGAL PROCESS** - If any legal action is brought against your account, we may pay

out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**22. 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.

**23. 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.** Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. 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** -

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

**25. STATEMENTS** -

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable

law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent 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 a facsimile signature machine.

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

**26. INACTIVE ACCOUNTS** - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. 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 and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**27. SPECIAL ACCOUNT INSTRUCTIONS** - You may request that

we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us. Please note that the form(s) must be acceptable to us in our discretion and unless prohibited by law, we may refuse, with or without cause, to honor requested changes to your account.

**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: (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 an misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**29. TERMINATION OF MEMBERSHIP** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

**30. DEATH OF ACCOUNT OWNER** - We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date 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 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 Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. 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.





## **PRODUCT, SERVICE and DISCLOSURE GUIDE**

### **Introduction**

### **Truth In Savings Disclosures**

- **Regular Share Savings, Sub-Share, IRA Share Accounts and Health Savings Accounts**
- **Share Checking Accounts**
  - **GO Checking Account**
- **Money Maker Account**
- **Term Share Certificates**

### **Your Ability to Withdraw Funds**

### **Electronic Funds Transfer Disclosure**

### **Wire Transfer Agreement**

### **Online Banking Disclosure**

### **Privacy Notice**



## Introduction

*Thank you for joining Altier Credit Union.*

Altier Credit Union (Altier CU) is a federally insured, member-owned financial cooperative. Our mission is to provide you and your family with a range of financial services, which meet your needs with a high level of member service and satisfaction. Your accounts at Altier Credit Union are subject to some basic regulations, which have been put in place to safeguard you, the member, and the Credit Union. This booklet outlines the rules and regulations governing Altier CU accounts. You should read this booklet to be aware of information concerning your Altier CU accounts. The words “you,” “your,” “member,” “signer” and “depositor” all refer to you—the Altier CU Member. The words “we,” “us,” “Altier CU” and the “Credit Union” all refer to Altier Credit Union. By signing an application for a Share Savings or Share Checking Account or related services, you agree to abide by the rules, terms and conditions outlined in this booklet.

**NOTE:** Regulations, prices, dividends, rates and procedures will change from time to time. These changes will regulate future transactions between you and Altier Credit Union. Current rates are available by calling ServiceLine™ at 602.797.3000 or can be obtained twenty-four (24) hours a day by logging onto the Credit Union’s website: [altiercu.org/rates](http://altiercu.org/rates).

### DEPOSIT INSURANCE

All Altier Credit Union deposit accounts are insured by the National Credit Union Administration (NCUA), an agency of the federal government. The NCUA insures share accounts for \$250,000 per qualifying account. You can increase your coverage by setting up different types of accounts because the \$250,000 coverage is per qualifying account. IRA and Keogh accounts are insured separately to \$250,000.

### FIELD OF MEMBERSHIP

Who can become a member of Altier Credit Union? Persons who live, work, worship, or attend school in and businesses and other legal entities located in:

- Maricopa County, Arizona
- Zip Codes 86040, 86036, 86053 (Page, Arizona)
- Zip Codes 86502, 85936, 85938, 85937, 85935, 85901, 85924, 85925 (in and around St. Johns, Arizona)
- Employees of the Salt River Project
- Employees of the Salt River Project Employees Recreational Association
- Employees of this credit union
- Members of their immediate families
- Organizations of such persons
- Salt River Valley Water Users’ Association

### ONCE A MEMBER, ALWAYS A MEMBER

Once you join Altier CU as a member, you may maintain your membership in the Credit Union indefinitely, provided you maintain your membership accounts in good standing. Once you join Altier CU, you agree to abide by its rules, agreements and bylaws to be considered a member in good standing, including maintaining a minimum balance of \$1.00 in your Share Savings Account. You also agree to increase this minimum deposit should it be raised in the future. These funds are yours and will be returned to you if you ever need to close your account.

### WHERE TO GET MORE INFORMATION

For the latest information about dividend rates, maintenance fees and other account information that may change from time to time, contact any Altier CU branch or call ServiceLine™ at 602.797.3000. Current dividend and annual percentage yield information can also be obtained twenty-four (24) hours a day by logging onto the Credit Union’s website: [altiercu.org/rates](http://altiercu.org/rates).

## Truth-in-Savings Disclosures

### REGULAR SHARE SAVINGS, SUB-SHARE, IRA SHARE ACCOUNTS AND HEALTH SAVINGS ACCOUNTS

**1. RATE INFORMATION** - Regular Share Savings, Sub-Share, IRA Share Accounts and Health Savings Accounts are variable rate accounts and the Dividend Rate and Annual Percentage Yield (APY) may change after the account is opened. The APY is a percentage rate reflecting the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The Dividend Rate and APY may change quarterly on your accounts as determined by the Credit Union Board of Directors. Current rates are available by calling ServiceLine™ at 602.797.3000 or can be obtained 24 hours a day by logging onto the Credit Union’s website: [altiercu.org/rates](http://altiercu.org/rates).

**2. DIVIDEND COMPOUNDING AND CREDITING** - Dividends will be compounded and credited quarterly on Regular Share Savings and Sub-Share Accounts. The Dividend Period begins on the first (1st) calendar day of the respective quarterly period and ends on the last calendar day of the Dividend period. The Dividend Periods begin on the following dates: January 1, April 1, July 1 and October 1.

**3. ACCRUAL OF DIVIDENDS** - Dividends will begin to accrue on noncash deposits (e.g. checks) on the business day (excluding holidays) you make the deposit to your account. If you close your account before accrued dividends are credited, dividends will not be paid.

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

**5. BALANCE COMPUTATION METHOD** - Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is determined by adding the full amount of principal in the account each day of the period and dividing that figure by the number of days in the period.

**6. ACCOUNT LIMITATIONS** - We have the right at any time to require members to give, in writing, a sixty (60) day notice of intention to withdraw the whole or any part of the amounts so paid in by them. Federal regulations limit the total number of transfers or withdrawals from your Money Maker and Savings Accounts, as well as other savings accounts at the Credit Union, to six (6) per month. These six transfers may include preauthorized automatic transfers, electronic funds transfers, telephone-initiated transfers, overdraft protection transfers, Point of Sale (POS) transactions, checks and share drafts. Certain of these transfers may not be available for certain types of accounts. In branch and ATM transactions do not apply toward the transfer limitations. If you exceed the transfer limitations set forth above in any statement period, your account may be subject to a fee or closed. Your account is non-transferable. There are no Credit Union penalties for withdrawals from an IRA Share Account or Health Savings Account; however, all IRS penalties and requirements apply.

## SHARE CHECKING ACCOUNTS

- 1. RATE INFORMATION** - Share Checking Accounts do not pay dividends currently. The Dividend Rate and Annual Percentage Yield (APY) may change after the account is opened. The APY is a percentage rate reflecting the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The Dividend Rates and APY may change quarterly on your accounts as determined by the Credit Union Board of Directors. Current rates are available by calling ServiceLine™ at 602.797.3000 and can also be obtained 24 hours a day by logging onto the Credit Union's website: [altiercu.org/rates](http://altiercu.org/rates).
- 2. DIVIDEND COMPOUNDING AND CREDITING** – When applicable, dividends will be compounded and credited quarterly on Share Checking Accounts. The Dividend Period begins on the first (1st) calendar day of the respective quarterly period and ends on the last calendar day of that period.
- 3. ACCRUAL OF DIVIDENDS** - When applicable, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day (excluding holidays) you make the deposit to your account.
- 4. NATURE OF DIVIDENDS** - When applicable, dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
- 5. BALANCE COMPUTATION METHOD** - When applicable, dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is determined by adding the full amount of principal in the account each day of the period and dividing that figure by the number of days in the period.
- 6. ACCOUNT LIMITATIONS** - Altier Credit Union reserves the right to change the Visa Debit Card limits whenever we deem it appropriate or necessary.
- 7. ORDER OF PAYMENTS** - Checks, drafts, items and other transactions may not be processed in the order that you make them or in the order that we receive them. The order in which we process checks, drafts, items and other transactions on your account on any given day is in the order of the highest to the lowest amount per transaction type. This order may affect the total amount of overdraft fees that may be charged to your account.

## GO CHECKING ACCOUNTS

- 1. GENERAL ACCOUNT INFORMATION** – No monthly fee and no minimum balance requirement. No dividends. Free eStatements. Registration is required before using the Online Banking Service. Access to over 80,000 surcharge-free ATM's, nationwide. ATM daily limit is \$500. Visa Debit Card limit is \$3,000 for purchases and \$1,000 for POS.

## MONEY MAKER™ ACCOUNTS

- 1. RATE INFORMATION** - The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The Dividend Rate and APY is subject to change bi-weekly on Mondays on your Money Maker account.
- 2. DIVIDEND COMPOUNDING AND CREDITING** - Dividends will be compounded and credited monthly to the Money Maker Account. The Dividend Period begins on the first (1st) calendar day of the respective month and ends on the last calendar day of the month.
- 3. ACCRUAL OF DIVIDENDS** - Dividends will begin to accrue on noncash deposits (e.g. checks) on the business day (excluding holidays) you make the deposit to your account. If you close your account before accrued dividends are credited, dividends will not be paid.
- 4. NATURE OF DIVIDENDS** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.
- 5. BALANCE COMPUTATION METHOD** - Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is determined by adding the full amount of principal in the account each day of the period and dividing that figure by the number of days in the period.
- 6. ACCOUNT LIMITATIONS** - Federal regulations limit the total number of transfers or withdrawals from your Money Maker and Savings Accounts, as well as other savings accounts at the Credit Union, to six (6) per month. These six transfers may include preauthorized automatic transfers, electronic funds transfers, telephone-initiated transfers, overdraft protection transfers, Point of Sale (POS) transactions, checks and drafts. Certain of these transfers may not be available for certain types of accounts. In-branch and ATM transactions do not apply toward the transfer limitations. If you exceed the transfer limitations set forth above in any statement period, your account may be subject to a fee or closed. Your account is non-transferable. We have the right at any time to require members to give, in writing, a sixty (60) day notice of intention to withdraw the whole or any part of the amounts so paid in by them.
- 7. MINIMUM BALANCE REQUIREMENT** - There is a minimum balance requirement of \$2,000 to open the Money Maker Account-and there is no minimum withdrawal amount. Balances, which fall below the \$2,000 minimum, will earn current checking dividends.

## TERM SHARE CERTIFICATES

- 1. RATE INFORMATION** - The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. On all Term Share Certificate Accounts, the Interest Rate and APY are fixed and will be in effect for the term of the account. The Annual Percentage Yield is based on an assumption that interest will remain on the deposit until maturity.
- 2. INTEREST COMPOUNDING AND CREDITING** - Interest will be compounded and credited quarterly. The Interest Period for each account is stated. The Interest Period begins on the first (1st) calendar day of the respective quarterly period and ends on the last calendar day of the Interest period. The Interest Periods begin on the following dates: January 1, April 1, July 1 and October 1.
- 3. ACCRUAL OF INTEREST** - Interest will begin to accrue on your opening deposit on the business day (excluding holidays) you make the deposit to your account. If you close your account before accrued interest is credited, interest will be paid through the previous day prior to closing the account.
- 4. NATURE OF INTEREST** - Interest is paid from current income and available earnings after required transfers to reserves at the end of an Interest Period.
- 5. BALANCE COMPUTATION METHOD** – Interest is calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is determined by adding the full amount of principal in the account each day of the period and dividing that figure by the number of days in the period.
- 6. TRANSACTION LIMITATIONS** - After the account is opened, you may not make deposits into the account until the maturity date stated on the certificate. You may withdraw dividends paid to your account in any amount. Your account is non-transferable.
- 7. MATURITY** - Your account will mature at the maturity date set forth on your account receipt or renewal notice.
- 8. EARLY WITHDRAWAL** - We may impose a penalty if you withdraw any of the principal before the maturity date. If the term is one (1) year or less, your penalty is sixty (60) days dividends. If the term is greater than one (1) year, your penalty is one hundred and eighty (180) days of interest. The penalty is calculated as a forfeiture of part of the interest that has been or would be earned on the account. If the account has not yet earned enough interest or if the interest has already been paid, the penalty will be deducted from the principal. The penalty does not apply to early withdrawal subsequent to the death of the owner. We have the right at any time to require members to give, in writing, a sixty (60) day notice of intention to withdraw the whole or any part of the amounts so paid in by them.

**9. RENEWAL POLICY** - Your certificate account will automatically renew at maturity. You will have a grace period of fourteen (14) days after the maturity date to withdraw the funds in the account or change terms without being charged an early withdrawal penalty. The only exceptions are the fourteen (14) month do not automatically renew.

**10. TERM** - Depending on the amount of your deposit, you may choose a term of one hundred and eighty (180) days, one (1) year, fourteen (14) months, two (2) years, thirty (30) months, three (3) years, four (4) years, or five (5) years. All Term Share Certificates have a minimum opening balance of \$500.

**11. INTEREST PAYMENT METHOD** - You may choose to have your interest either reinvested in your Term Share Certificate, automatically deposited to your Altier CU Share Savings or Share Checking Account or mailed by check.

#### **SPECIAL PROVISION FOR STEP-UP RATE TERM SHARE CERTIFICATE**

The Step-Up Rate Term Share Certificate has an initial term of 36 months. The certificate provides a ONE-time option during the initial term to increase the rate to the existing rate on a Step-Up Share Certificate with the same term. For example, your initial interest rate is 3%; the interest rate increases to 3.75% during the three-year term of your share certificate. You may decide to Step-Up your rate to the 3.75% for the remaining term of the share certificate. Requests to Step-Up your interest rate may be in person, phone or written request. The change will be effective on the date we receive your request.

### **Expedited Funds Availability Act Disclosure**

#### **YOUR ABILITY TO WITHDRAW FUNDS**

The Altier Credit Union policy is to make funds from your deposits available to you on the first (1st) business day after the day we receive your deposit. At that time, 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 or any other announced holiday of the Credit Union. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the above-mentioned time or on a day, we are not open, we may consider that the deposit was made on the next business day we are open. Funds received by mail are considered deposited on the first (1st) business day received by the Credit Union.

ATM Deposits are subject to verification and will be on hold for three business days including the date of deposit. If you make your deposit after 10:00 p.m. on weekdays, anytime on the weekends, or on Federal or Credit Union declared holidays, your "date of deposit" will be the next business day, and your funds will be on hold three business days including the date of deposit. Deposits made at our night depository after 8:00 a.m. will be considered that the deposit was made the next business day we are open.

#### **LONGER DELAYS MAY APPLY**

In some cases, we will not make all the funds that you deposit available to you on the first (1st) business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first (1st) business day. If we are not going to make all the funds from your deposit available on the first (1st) business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. You should ask us when the funds will be available if you will need funds from a deposit immediately. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You re-deposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the past 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 (7th) business day after the day of deposit.

#### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules may apply during the first thirty (30) days your account is open. Funds from deposits of cash and the first \$5,000 of a day's total deposits of U.S. Treasury Checks, cashier's, certified, teller's, travelers, and state and local government checks will be available to you on the day of your deposit if the checks deposited are payable to you. The excess over \$5,000 will be available by the ninth (9th) business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available by the ninth (9th) business day after the day of your deposit. For more information, please contact ServiceLine™ at 602.797.3000, or write to Altier Credit Union, 1650 S. Priest Dr., Tempe, AZ 85281, or visit [altiercu.org/FAQs](http://altiercu.org/FAQs).

#### **HOLDS ON OTHER FUNDS (CHECK CASHING)**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. We may decline to cash a check drawn on another financial institution if you do not have a corresponding amount of funds on deposit in any account with us.

#### **HOLDS ON OTHER FUNDS (OTHER ACCOUNT)**

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time that is described elsewhere in this disclosure for the type of check that you deposited.

### **Electronic Funds Transfer Disclosure**

#### **VISA DEBIT CARD AND TELEPHONE RESPONSE AGREEMENT | (PowerLine™, Internet Access)**

In consideration of Altier Credit Union's issuing you a VISA Debit Card and/or Personal Identification Number (PIN) for ATM, PowerLine™ or Internet transactions, you agree to the terms of this Agreement. "You" and "your(s)" mean everyone who has signed the Agreement and anyone who is authorized to execute transactions at an ATM, Internet or PowerLine™ (under the telephone response system.) "We", "us" and "our(s)" mean Altier Credit Union.

#### **1. SERVICES**

You may use your VISA Debit Card at participating ATMs and such other machines or facilities as we may designate. You may use your card to:

- a. Withdraw cash from your Share Savings or Checking Account(s).
- b. Deposit funds into your Share Savings or Checking Account(s) only at authorized ATM depositories.
- c. Transfer funds between your Share Savings and linked Checking Account(s).
- d. Inquire as to the balance(s) in your Share Savings and linked Checking Account(s).
- e. Purchase merchandise or services using VISA or Point-of-Sale (POS) terminals located at participating merchants or other establishments.

### **Electronic Check Conversion**

Authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- 1.) pay for purchases and 2.) pay bills.

UCC Article 4A with respect to ACH credit transactions.

- a) Credit given by the RDFI to the Receiver for the entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank;
- b) If the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit and the Originator will not be considered to have paid the amount of the credit entry to the Receiver; and
- c) That the RDFI will not provide the receiver with a notice of the deposit. It will be provided on their statement.

### **2. LIMITATIONS ON TRANSACTIONS**

ATM and POS withdrawal limits on your Share Checking Account varies according to your checking account type within each twenty-four (24) hour period. Therefore, within each twenty-four (24) hour period, a combined total may be withdrawn from the account using ATM and POS transactions. ATM Deposits are subject to verification and will be on hold for three business days including the date of deposit. If you make your deposit after 10:00 p.m. on weekdays, anytime on the weekends, or on Federal or Credit Union declared holidays, your "date of deposit" will be the next business day, and your funds will be on hold three business days including the date of deposit.

In addition to ATM/POS limits, with the VISA Debit Card you can make purchases up to \$3,000 or thirty (30) transactions (whichever comes first) within each twenty-four (24) hour period. You may withdraw up to \$500 using your VISA Debit Card on your Share Savings Account within each twenty-four (24) hour period.

Altier Credit Union reserves the right to change the Visa Debit Card limits whenever we deem it appropriate or necessary.

### **3. WITHDRAWALS**

#### **Altier CU Owned or Branded ATMs**

- Unlimited free (surcharge free) withdrawals at Altier CU owned or branded ATMs using your Altier CU Debit or Credit card.
- Non-Altier CU Debit or Credit cards may be subjected to a surcharge fee at an Altier CU owned or branded ATM.

*\* We charge you a fee as disclosed in the Schedule of Fees for each additional transaction during a statement period at non-Altier CU owned or branded ATMS and we subtract fees from your account on the last day of the statement period.*

#### **Foreign ATMS (Not Owned or Branded by Altier CU)**

- Share Savings and Checking withdrawals are chargeable ATM transactions while using an Altier CU Debit or Credit card.
- Deposits to Share Savings and Checking Accounts, transfers between Share Savings and linked Checking Accounts do not constitute chargeable transactions.
- Balance inquiries are chargeable ATM transactions while using an Altier CU Debit or Credit card at foreign ATMs.

*\* A transaction you make during one statement period may not be used to determine your chargeable fee(s) until a later statement period when it is presented for payment.*

### **4. AGREEMENT**

As a member/cardholder, you agree as follows:

- a. To abide by the rules and regulations as they may be amended from time to time by us relating to the use of the VISA Debit Card, Internet and/or PowerLine™.
- b. We may follow all instructions initiated by you at ATM and POS machines, Internet and/or PowerLine™ transactions.
- c. The VISA Debit Card is our property and will be returned to us immediately upon request.
- d. The Personal Identification Number (PIN) is issued to you for security purposes. You understand the PIN(s) is confidential and should not be disclosed to third parties or recorded on the card.
- e. You agree to indemnify and hold us harmless from any costs or damages, which we sustain as a result of carrying out your *instructions* in a reasonable manner.
- f. All deposits to your Share Savings or Checking Account(s) are subject to verification prior to being credited to your account. Deposits in check form are credited subject to collection and we may impose holds on funds deposited for a period of up to nine (9) days.
- g. In the event any Share Savings and/or Checking Account is overdrawn, we may at our option, clear the overdraft(s) by making a loan advance against an available line of credit on your account. We will charge finance charges at an annual percentage rate in accordance with the terms of your credit plan with us from the date the overdraft(s) occurred until the loan is paid.

### **5. ACCOUNT CREDITING PROCEDURE**

Because of the processing time required in an ATM operation, there may be a delay between the time a transaction takes place and when it is credited to or debited from your account. The date the transaction is credited to or debited from your account is referred to as the posting date. For dividend calculation and every other purpose, the effective date or original transaction date will be used.

### **6. CUSTOMER LIABILITY**

Tell us **AT ONCE** if you believe your card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. Failure to advise us immediately could result in losing all the money in your account plus your overdraft line of credit (if applicable). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 should someone use your card or PIN without your permission. If you **DO NOT** notify us within two (2) business days after you learn of the loss or theft of your card or PIN and we can prove we could have stopped someone from using your card or PIN without your permission if it had been reported, you could lose as much as \$500.

**In addition**, if your statement shows transactions or transfers that you did not make, including those made by card, PIN or other means, notify us **AT ONCE**. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. When you give someone your Altier CU card, card number or PIN, any transaction that person performs is considered an authorized transaction. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiate with fraudulent intent are not considered unauthorized transactions.

**Special Notice to VISA Debit Cardholders:** If there is an unauthorized use of your VISA Debit card or an Internet transaction, and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements.

Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the Credit Union reasonably determines, and based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify our Visa Department of any unauthorized use no later than 60 days after your statement was mailed to you.

#### **7. TO REPORT A PROBLEM**

If you believe your VISA Debit Card has been lost, stolen or compromised or if you feel that someone has transferred or may transfer money from your account without your permission, *OR* if you believe a transfer has been made using the information from your check without your permission;

Call us: 602.797.3000 OR  
Write to us: Altier Credit Union  
1650 S. Priest Drive Tempe, AZ 85281

If your PIN is compromised, promptly notify us. To reset your PIN call **800.567.3451 for debit cards** or **855.609.3597 for credit cards**.

#### **8. RIGHT TO STOP PAYMENT OF PRE-AUTHORIZED TRANSFERS**

If you have told us to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us: 602.797.3000 OR  
Write to us: Altier Credit Union  
1650 S. Priest Drive Tempe, AZ 85281

You must contact us in time for us to receive your request three (3) business days or more before the payment is scheduled and if we do not do so, we will be liable for your losses or damages. If you call, we may also require you to put your request in writing and to get it to us within fourteen (14) business days after it is made. Refer to the Schedule of Fees for any stop payment charges that will apply. If these regular payments vary in amount, we will tell you ten (10) days before each payment when it will be made and how much it will be.

#### **9. ERROR RESOLUTION PROCEDURE**

In case of errors or questions about your electronic transfers, please telephone us at 602.797.3000 or write us at Altier Credit Union, 1650 S. Priest Drive, Tempe, AZ 85281. Contact us immediately if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. If you notify us in writing, please:

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

If you notify us verbally, we may require that you send us your complaint or inquiry in writing within ten (10) business days.

We will notify you of the results of our investigation within ten (10) business days [twenty (20) days for a new account, i.e. less than 30 days old] after we hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-five (45) days [ninety (90) days, in the case of a foreign and POS debit card transactions, and new accounts] 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. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

#### **Non-VISA Debit Transaction**

Altier Credit Union's VISA debit card allows you to conduct transactions on the debit networks (ALLPOINT, ACCEL/EXCHANGE, COOP, CIRRUS, PULSE), which generally requires you to enter a PIN. Some merchants are authorized to accept non-VISA debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a VISA transaction. Merchants must provide you with a clear way of choosing to make a Non-VISA Debit transaction if they support this option. The rights and protections applicable only to Visa debit transactions, including additional consumer liability limits and streamlined error resolution procedures, as described above, will not apply to transactions processed through non-Visa networks.

#### **10. FEES**

- a. There is no charge for the first card issued to you and a joint owner.
- b. There is a fee for each transaction in excess of the seven (7) allowable transactions per month (see Section 3 for a full explanation of chargeable transactions.)
- c. There is a fee for each withdrawal transaction initiated through an ATM, PowerLine™, Internet or through an electronic transfer which cannot be completed because of insufficient funds in your account(s).
- d. There is a fee to replace your VISA Debit Card.

#### **11. BUSINESS DAYS**

Our business days are Monday through Friday. Holidays are not included.

#### **12. DOCUMENTATION OF YOUR TRANSFERS**

You will get a receipt at the time you make any transfer to or from your account(s) using an ATM or when you make a purchase using a Point-of-Sale Terminal. If you have arranged for direct deposits to be made to your account at least once every sixty (60) days from the same person or company, you can call us at 602.797.3000 to find out whether or not the deposit has been made. Your pre-authorized transfers must be approved by you in writing. You may call us to verify that the authorized transfers have been made or you can verify the transactions on your monthly account statement. You will get a monthly account statement unless there are no transfers in a particular month, in any case, you will receive a statement quarterly.

#### **13. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- a. When it is necessary for completing transfers.
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- c. In order to comply with government agency or court orders.
- d. If you give us your written permission.

#### 14. LIABILITY FOR FAILURE TO MAKE TRANSACTIONS

If we fail to complete a transfer to or from your account on time, or in the correct amount(s), according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions.

We will NOT be liable, for instance:

- a. If, through no fault of ours, your account has insufficient funds to make the transfer.
- b. If the transfer would exceed the credit limit on your overdraft line of credit (if applicable).
- c. If the terminal where you are making the transfer does not have enough cash.
- d. If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- e. If circumstances beyond our control prevented the transfer despite reasonable precautions that we have taken.
- f. If the money in your account is subject to legal processes or other claims.
- g. If there are other exceptions established in an Agreement with us.
- h. If there are insufficient funds to make the transfer because we have applied your transferred funds to pay any obligation due us that is in default.

#### 15. CHANGE OF NAME, ADDRESS, EMPLOYMENT

Within a reasonable time, but not to exceed sixty (60) days, you agree to notify us of any change in your name, address or employment.

#### 16. JOINT LIABILITY

If your account is a joint account(s), either or any of the signers of the account(s) may withdraw funds. All charges made to your account by us upon use of the VISA Debit Card, Internet or PowerLine™ by one of the signers, or by another person with the consent or assent of one of the signers, shall be fully binding on both or all signers on the account. We have no requirement to notify any account signer of any withdrawal and we shall have no liability in that regard.

#### 17. ADDITIONAL INFORMATION

We reserve the right from time to time hereafter to change the terms and conditions governing the use of the VISA Debit Card, Internet and PowerLine™. All such terms and conditions shall be binding on you effective thirty (30) days after notice is given to you. No notice will be given if the change is necessary to protect the security of our system.

### Wire Transfer Agreement

This Agreement contains several notices, which we are required to provide to you as well as other terms of agreement, which will apply to all funds transfers involving you and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of these terms of Agreement.

1. This Agreement and notice applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Unless other times are posted for various types of funds transfers, the cut-off time will be 11:30 a.m. for foreign wire transfers and 12:30 p.m. for domestic wire transfers on each business day. Our business days are Monday through Friday. Holidays are not included. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the next business day following funds transfer and processed accordingly.
3. The Credit Union may charge your account for the amount of any funds transfer and applicable fees initiated by you or by any person authorized by you as joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedures, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using the security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.
5. If you send a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that Regulation J will govern your rights and liabilities in a wire transfer involving Fedwire.
6. If you give the Credit Union a payment order that identifies the beneficiary (recipient of the funds) by both name and identifying number of bank account number, payment may be made by the beneficiary's bank based on the identifying number or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible for any losses or expenses incurred by the Credit Union if the funds transfer is completed based on the identifying number or bank account number you provided the Credit Union.
7. If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank. This means that you will be responsible for any losses or expenses incurred by a receiving bank, which executes or attempts to execute the payment order in reliance on the identifying number you provided the Credit Union.
8. If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with the next-day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic statement, which we provide. You may inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

### Online Banking Disclosure

#### YOUR RIGHTS AND RESPONSIBILITIES

This disclosure tells you your rights and obligations for Altier Credit Union's Online Banking. The types of transactions our Online Banking is capable of handling are indicated below. Some of these transactions may not apply to your account.

#### TYPE OF TRANSACTIONS

You may access your account with Altier Credit Union's Online Banking to:

- Transfer funds between share checking and/or share savings account(s)
- Transfer funds from share checking or share savings to make loan payments
- Transfer funds from share checking or share savings to someone else's account (cross-account transfer)
- Transfer funds from share checking to your account at another financial institution (External Funds Transfer)
- Pay bills through our Bill Pay Service
- Stop payment on a check
- Make account inquiries (view checking, savings balance, recent transactions, Visa credit card statement(s) and payment center access)
- Enroll in eStatements and view previously produced eStatements
- Signup for Money Manager – a free online money management tool

## **USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using Altier Credit Union's Online Banking. The following suggestions may be helpful:

- Compare your records with the account statements you receive
- Carefully read account information displayed on-screen and compare it with your records and account statements.
- Protect the secrecy of your Personal Identification Number (PIN). Do not share your PIN. Do not write your PIN where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse, or on or near your computer.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If your PIN is compromised, promptly notify us. To reset your PIN call **800.567.3451 for debit cards** or **855.609.3597 for credit cards**.

## **LIMITATIONS**

There is no limit to the number of inquiries or withdrawal requests you may make in any one day.

## **FREQUENCY OF TRANSFERS**

Transfers from a statement savings account to another account or to third parties by preauthorized, automatic telephone or computer transfer are limited to six per month with no transfers by check or similar order to third parties. Transfers from a Money Maker account to another account or to third parties by preauthorized, automatic, telephone or computer transfer are limited to six per statement cycle. If you exceed the transfer limitations set forth above in any statement period, your account may be subject to a fee or closed.

## **FEES**

There are no monthly or transaction fees for accessing your accounts through Online Banking.

## **STOP PAYMENTS**

There are fees and procedures associated with stop payments. They are no different than regular practices and can be found in the Schedule of Fees.

## **CONFIDENTIALITY**

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

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

## **ADDITIONAL TERMS AND CONDITIONS**

In addition to the foregoing, you agree to be bound by and comply with applicable state and federal laws and regulations. We agree to be bound by the same. We reserve the right to terminate your use of the services, in whole or part, at any time, without prior notice. You may cancel your subscription to the services, upon thirty (30) days prior notice to one of our ServiceLine™ representatives. You will be responsible for all payments and/or transfers you have requested prior to termination and for all other charges and fees incurred, if any. These Terms and Conditions and applicable service fees and charges may only be altered or amended by us. In such event, we shall send notice to you at your listed address or transmit notice of the alteration or amendment over the service. Your use of the services following receipt of such notice constitutes acceptance of such alterations or amendments.

# FACTS

## WHAT DOES ALTIER CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	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.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>- Social Security number and Income</li> <li>- Account Balances and Payment History</li> <li>- Credit History and Credit Scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share member's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their member's personal information; the reasons Altier Credit Union chooses to share; and whether you can limit this sharing.

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

<b>Questions?</b>	Call 602-797-3000 or visit <a href="http://www.altiercu.org">www.altiercu.org</a>
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## Who we are

Who is providing this notice?

Altier Credit Union

## What we do

How does Altier 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 Altier Credit Union collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit money
- Pay your bills or Apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, 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 laws 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.

- *Altier Credit Union has no affiliates*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Altier Credit Union does not share with our non-affiliates 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 advertising/marketing agencies, credit card companies and insurance companies.*

## Other important information

Branch Locations

Gateway – Mesa | Page | St. Johns | Tempe | Tolleson

602.797.3000 | 888.999.3936

altiercu.org



Your savings federally insured to \$250,000 and backed by the full faith and credit of the United States Government, National Credit Union Administration, a U.S. Government Agency.