



Madison

Credit

Union

Your Account Agreement

Adopted May 15, 2022

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Your Account Agreement

This document contains important information about your credit union membership and accounts.
Please read it carefully. If you have any questions, please ask a member service representative.

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MEMBERSHIP AND ACCOUNT AGREEMENT

Important information about opening a new Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

State-chartered and federal credit unions

Wisconsin has many credit unions with state charters and some with federal charters. All credit unions with offices or branches in Wisconsin must be insured by the National Credit Union Share Insurance Fund ("NCUSIF"), which is backed by the full faith and credit of the United States government.

State-Chartered Credit Union: State-chartered credit unions are regulated by the state supervisory authority where the credit union's main office is located. In Wisconsin, most state-chartered credit unions are regulated and examined by the Office of Credit Unions at the Department of Financial Institutions in Madison, Wisconsin.

Federal Credit Union: The National Credit Union Administration ("NCUA") regulates and examines federal credit unions, and administers NCUSIF. A federal credit union's official charter name must have the term "federal credit union" in it.

General Provisions

This Agreement contains the rules and regulations that apply to you and the Credit Union ("Credit Union") regarding your Account(s). Please study this Agreement carefully and ask us if you have any questions.

In this Agreement, the words "you" and "yours" mean the person(s) and/or entity who own the Account, or anyone authorized to use the Account. The words "we," "us" and "our" mean the Credit Union. The word "Account" means any of the share, share draft or checking, club, share certificate, money market or escrow Accounts, as well as any other share savings or deposit type Accounts you have at the Credit Union.

To open an Account you must execute our Account signature card and provide the Credit Union with any document we may request. By signing or authenticating a Credit Union Account Ownership Agreement (or "signature card") and receiving a copy of this Agreement you accept and agree, for yourself as well as for any person or entity whom you represent, to the terms and conditions stated in the signature card, this Agreement, Truth in Savings Disclosures, and if applicable the Funds Availability Policy, Electronic Fund Transfers Policy and any other document you may have been given when you opened an Account. In case of inconsistency or conflict, the signature card, disclosure, policy, or other document shall control. These agreements, schedules, disclosures and policies are sometimes collectively referred to as the "Agreement." You also agree that this Agreement shall be binding on your personal representative, heirs, successors and assigns.

You authorize the Credit Union to check your account, credit, and employment history, and to obtain a credit report to verify your eligibility for any Accounts and services you request now or in the future.

Applicable law. All Accounts and any transactions in connection with an Account are subject to all applicable laws, regulations, and any amendments (except to the extent this Agreement can and does vary such laws and regulations), including (1) the bylaws of this Credit Union; (2) federal and Wisconsin law; (3) Federal Reserve Bank operating circulars; and (4) the bylaws and rules of any clearinghouse to which the Credit Union (or its correspondent handling the items) belongs.

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN").

Disputes. If the Credit Union has notice of a dispute or any uncertainty as to rights between any of you or any other authorized signers, and/or beneficiaries or their successors, or receives inconsistent instructions from them, the Credit Union reserves the right to place a hold on the Account. You agree that we may, take any one or more of the following actions:

- (a) Continue to rely on current signature cards and other Account documents;
- (b) Honor a competing claim upon receipt of evidence we deem satisfactory to justify that claim;
- (c) Freeze all or part of the funds until the dispute is resolved to our satisfaction;
- (d) Close the Account and distribute the account balance, subject to any Credit Union claims, to each claimant payable jointly, or payable individually in equal shares to each claimant;
- (e) Pay the funds into an appropriate court for resolution; or
- (f) Refuse to disburse any funds in the Account to any person until such time as: all persons claiming an interest in the Account consent in writing to a resolution of the dispute; or a court of proper jurisdiction authorizes or directs the payment; or the person with a conflicting claim withdraws his or her claim in writing.

You are liable for all expenses and fees we incur, including attorneys' fees, and we may charge them to your Account. You agree that we will not be responsible for any damages you suffer as a result of our refusal to allow you to access funds due to the dispute or uncertainty.

Waivers. The Credit Union reserves the right to waive the enforcement of any of the terms of this Agreement. Any such waiver is not sufficient to modify the terms and conditions of this Agreement and will not affect the right of the Credit Union to insist on full enforcement of its rights in the future.

Amendments. The Credit Union reserves the right to change the terms and conditions relating to this Agreement at any time. Changes that are required by state or federal law may become immediately effective. Changes in dividend rates on Accounts disclosed as variable rate in the Credit Union's Truth in Savings Disclosures will also become effective immediately. Other changes will become effective after (a) posting a notice of such changes in the Credit Union office or branch lobbies for a reasonable period of time; or (b) by placing a notice of such changes with or on your statement, in the Credit Union newsletter, or in a letter mailed to your most recent address in our files a reasonable time prior to the effective date of the change; or (c) when permitted, by sending you notification of such change via email sent to an email address we have on file at the

time. If you continue to use your Account or keep the Account open after the effective date of any such notice you will be deemed to agree to abide by any and all changed terms.

Sharing your information. The Credit Union may release such information about your Account to third parties as is necessary to verify the existence and conditions of your Account. The Credit Union may report information about your Account (or loans or other credit products) to credit reporting agencies. Late payments, missed payments, or other defaults on your Accounts (or loans or other credit products) may be reflected in your credit reports.

Generally, we are required to report annually to you and to the Internal Revenue Service (IRS) interest payments that total \$10 or more during the year on your deposit account with us. We may also be required to report this information to the appropriate state revenue authority.

Transfer of Account Ownership. You may not pledge, grant a security interest, or transfer ownership or any of your rights in your Account without the Credit Union's consent, which we may withhold. The ownership of your Account is transferable only on our records with our consent. Even if we consent to an ownership transfer, we may require you to close that Account and have the new Account owner open a new Account in his or her own name.

Right to require advance notice of withdrawals. The credit union retains the right, at any time, to require you to give _____ days' prior written notice of intention to withdraw the whole or any part of any Account.

Involuntary Account closure. We may close any of your Accounts at any time for any reason. Upon closing the Account we will give you notice and a check for the balance or notify you that the funds have been transferred to another Account you own.

Any items presented after your Account is closed will be returned unpaid. After your Account is closed, you agree we have no obligation to accept deposits or pay outstanding items. In addition, after the Account is closed, you agree to remain liable for fees and other obligations related to your Account, regardless of when they were incurred, including liability for all outstanding items. We have the right to advise credit bureaus if your Account is closed for misuse. The provisions of this Agreement will be binding after your Account is closed and shall remain binding between you and Credit Union, including, but not limited to, indemnification obligations and limitations on liability.

You may close your checking or savings account at any time without advance notice, except that we may require you to give us seven (7) days advance notice when you intend to close your savings or interest-bearing checking account by withdrawing your funds.

Federal share insurance. This credit union is federally insured by the National Credit Union Administration and backed by the full faith and credit of the United States. Share accounts in federally insured credit unions are insured up to \$250,000. All coverage is governed solely by NCUA regulations. Generally, if a credit union member has more than one account in the same credit union of the same ownership, those accounts are added together and insured in the aggregate. There are exceptions though. You may have additional separate coverage on multiple accounts, but only if you have different ownership interests or rights in different types of accounts and you properly complete account forms and applications. For more information on insurance coverage, visit this website: www.mycreditunion.gov/share-insurance.

Membership requirements. To open and maintain a member Account with the Credit Union at least one Account owner must be a member of the Credit Union. If you are eligible for membership, as defined by the Credit Union's bylaws, you may become a member by completing and signing or authenticating a Membership Application Card and by purchasing at least one share in the Credit Union. You must maintain at least one share in the Credit Union while you have any Account or loan with the Credit Union.

A *member* may apply for Accounts, loans or other services offered by the credit union. After an initial waiting period, a member is eligible to vote at meetings of the credit union membership and be elected or appointed to serve on the board of directors. The board of directors of the Credit Union may expel you from membership in the Credit Union for any reason permitted by law. The credit union shall provide notice to you in writing of the reason for the expulsion and a description of the any right you may have to petition the board for reconsideration of the expulsion. Expulsion, or any other termination of membership, will not relieve you of any existing liability to the Credit Union.

A *joint owner* of an account or a *coborrower* on a loan is not automatically a member of the credit union. If you are not a member, you are not able to open an Account or obtain loans or other services in your own name independently from a member. A nonmember cannot vote in elections or be elected or appointed to serve on the board of directors. If you are a joint owner of an Account but not a member, inquire at the credit union to see if you qualify for membership.

Credit unions with a low-income designation from their primary regulator may accept deposits from nonmembers, without regard to the credit union's membership rules. If you are a *nonmember depositor*, you may hold Accounts at the credit union without a member as a joint owner. However, since you are not a member, you are not eligible to obtain loans or other services from the credit union independently of a member. You are not eligible to vote at membership meetings and cannot be elected or appointed to the board of directors. If you are a nonmember depositor, you may inquire at the credit union to see if you qualify for membership.

Communications consent, monitoring, and recording. You expressly agree that we may contact you at any cellular, mobile or wireless phone number for our everyday non-marketing business purposes (including but not limited to your Account application, Account management/maintenance, informational messages, debt collection, fraud prevention, survey/research, identity verification, compliance with federal or state law or regulations, or to determine how you intend to use and fund your Account). This consent applies to each such telephone number that you provide to us now or in the future. You may withdraw consent to be contacted on your wireless telephone numbers at any time by any reasonable means. Calls and messages may incur access fees from your cellular provider. You agree that when we contact you, we may use automatic dialers and artificial voice, text, or prerecorded messages. You represent to us that you have the authority to give this consent as the owner or primary user of any number or email address you provide to us. You agree to promptly notify us of any change to your telephone number. You also authorize us to monitor and to record any telephone conversations and other electronic communications you have with us or our representatives for reasonable business purposes, including security and quality assurance.

Foreign Account Tax Compliance Act. In order for the Credit Union to be compliant with the provisions of The Foreign Account Tax Compliance Act (commonly known as "FATCA"), a U.S. federal tax

law, the Credit Union may contact you to request additional information and/or documentation. Take note that the Credit Union does not and will not in any way support any attempt by you to evade U.S. taxes or any request by you for help in avoiding detection under FATCA. The Credit Union is not in the business of providing tax advice, so you should not rely upon the Credit Union to determine the impact of FATCA on your own business activities or what your own compliance obligations are under FATCA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

Forms of Account Ownership

Single Accounts. A Single Account is an Account that is owned by one member of the Credit Union. A Single Account may be owned by any person, corporation, partnership, limited liability company, limited liability partnership, trust, estate, association or organization. Upon the death of a Single Account owner and our receipt of any required documentation, the sums on deposit may be released to the personal representative of your estate, P.O.D. beneficiaries if you have designated any, or otherwise according to Wisconsin law.

Multiple Party Accounts. A Multiple Party Account is an Account that is owned by a member of the Credit Union together with one or more other persons or entities. In this agreement, Multiple Party Accounts include Joint Accounts and Marital Accounts. Unless the signature card clearly indicates that more than one signature is required, any Multiple Party Account owner is authorized to act for the other owner(s), and on his/her own may transact any business on the Account including but not limited to withdrawing, transferring, or closing the Account, or pledging as security all or any part of the shares of the Account without the consent of the other Account owner(s). The Credit Union shall have no duty to notify any other Multiple Party Account owner of another owner's actions.

If the Account signature card clearly indicates that more than one Account owner's signature is required, the number of signatures indicated by the signature card will be required to complete any transaction on the Account other than the stopping of payment on a draft or the making of deposits to the Account. Each Multiple Party Account owner is jointly and severally liable to the Credit Union for the amount of any item that is returned or that causes an overdraft on the Account regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. Each Multiple Party Account owner is also jointly and severally liable to the Credit Union for any fees assessed to the Account regardless of which Account owner incurred the fee. The amount of any returned or overdraft item or fee may be deducted from any Account that you own, even if the deduction causes an overdraft of the Account, the dishonor of items drawn on the Account, or triggers an advance under an overdraft protection service or plan. You agree to notify us in writing of the death of any Multiple Party Account owner, to provide us with any documentation we request to transfer the Account, to hold us harmless for any action of a Multiple Party Account owner concerning the Account, and to indemnify us for any action you take concerning the Account for which we may be held liable.

Joint Accounts. Unless the signature card clearly indicates that the Account is a Marital Account, any Account with two or more owners is a Joint Account. Upon the death of a joint owner(s), the funds in the Joint Account will pass to the surviving joint owner(s) except as otherwise provided by Wisconsin law. The survivorship feature of the Account shall apply without regard to any requirement to survive an event by any specified period.

Marital Accounts. A Marital Account is an Account established by two persons who are married to each other. It is offered by some but not all credit unions. To open a Marital Account, if offered by the Credit Union, you must complete a special Marital Account signature card. During your lifetime the Account is payable to either or both of you. Upon the death of one of the spouses listed on a Marital Account, and subject to our security interest, if any, and right of set-off, (a) the survivor will own 50% of the sums on deposit, and (b) the remaining 50% will be released to the personal representative of the deceased spouse's estate, or to P.O.D. beneficiaries, if any, or as otherwise provided by Wisconsin law. The survivorship feature of the Account shall apply without regard to any requirement to survive an event by any specified period.

Payable on death (P.O.D.) designations. You may complete a form to designate one or more payable on death (P.O.D.) beneficiaries on any Account. A P.O.D. account belongs to the original payee during the original payee's lifetime and not to the P.O.D. beneficiary or beneficiaries. The following terms apply, subject to Wisconsin law. Upon the death of the owner of a Single Account with a P.O.D. designation, the Credit Union will pay the balance of the Account to the surviving designated beneficiary(ies). Upon the death of the owner of a Joint Account with a P.O.D. designation the ownership of the Account passes to the survivor(s). Only upon the death of all the owners of a Joint Account will the Credit Union pay the balance of the Account to the surviving designated beneficiary (ies). Upon the death of any one owner of a Marital Account 50% of the sums on deposit will be paid to any surviving P.O.D. beneficiary (ies) designated by the decedent. The survivor owns the remaining 50%. All sums paid pursuant to a P.O.D. designation will be divided equally among the beneficiaries or the surviving beneficiary (ies) if one or more had died before the Account owner. The survivorship feature of the Account shall apply without regard to any requirement to survive an event by any specified period. We may require proof of death of the owner(s) before transferring the Account to the P.O.D. beneficiary(ies).

Fiduciary Accounts. A Fiduciary Account is an Account that is opened and/or controlled by a person acting on behalf of the owner of the funds of the Account. A fiduciary may be a personal representative, trustee, custodian, guardian, conservator, representative payee or other similar fiduciary relationship that we have recognized. We reserve the right to require such documents or authorizations as we may reasonably deem necessary or appropriate to satisfy us that the fiduciary has the authority to open, close, withdraw funds, or otherwise act regarding the Account. The Credit Union is authorized to follow the directions of the fiduciary until it receives actual notice that the fiduciary's authority has been terminated. The Credit Union shall be held harmless for refusing to pay or release funds in the Account where such refusal is based on the failure of the person requesting or directing the withdrawal to provide documents or authorizations requested by the Credit Union. The Credit Union is not liable for any misapplication of funds by a fiduciary and is not obligated to inquire as to the validity or propriety of any instructions or actions of the fiduciary. The fiduciary is responsible for any misapplication of funds and agrees personally as well as in his or her representative capacity to indemnify the Credit Union for any loss, costs, damages, liability or expenses (including reasonable attorney fees) the Credit Union may incur as a result of the misapplication of funds. If an Account is owned by a trust we may require a separate "Credit Union - Trust Agreement" that, in addition to this Agreement, will govern the terms of any Account opened by the trust at the Credit Union. You agree that by merely opening a fiduciary account, we are not serving as a trustee nor do we undertake any obligation to monitor or enforce the terms of the trust or letters. If the Account is a Custodial Account we

will require the transferor of funds to the Account and the custodian to complete a special signature card. If an Account is subject to the terms of a court order, statute, or other document under which the Account is opened, the terms of that order or document will govern the Account. The Credit Union must be provided with any court order or other documents governing an Account at the time the Account is opened. Such an Account will remain subject to the terms of this Agreement. If there is an inconsistency between the terms of this Agreement and a court order governing the Account, the terms of the court order or other applicable document shall prevail.

Custodial Accounts (Uniform Transfers to Minors Act). A Custodial Account is a form of Fiduciary Account established by a transferor of funds under the Uniform Transfers to Minors Act as adopted in Wisconsin. The Account is titled in the name of a minor and the minor's social security number is used for tax reporting purposes. For purposes of a Custodial Account, a minor is someone 20 years or younger. Any funds deposited or transferred to the Account and the earnings on the Account belong to the minor. The transferor must name a custodian of the Account, who holds the Account for the exclusive right and benefit of the minor and is the only party entitled to transact any business on the Account, barring a court order to the contrary. Only one custodian may be appointed for each Uniform Transfers to Minors Account. The Credit Union may act on the instructions of or otherwise deal with the custodian and has no duty to inquire as to the validity or propriety of any instructions or actions of the custodian.

The custodian may designate a successor custodian for the Account by completing the appropriate section of the Custodial Account Ownership Agreement. A successor custodian may assume control of the Account only upon the resignation, death, or legal incapacity of the custodian. When the minor reaches age twenty-one (21), the custodian must transfer the Account to the minor. If the minor dies before turning age twenty-one (21), ownership of the Account balance will pass to the minor's estate.

Business, organization and association Accounts. Accounts owned by a business, organization or association have some special limitations. We may require a separate authorization form designating the person(s) authorized to make, and conditions required for, withdrawals from any Account in the name of a business, organization or association. We will honor such authorization according to its terms until we receive an amendment to or termination of the authorization in writing by the governing body of such organization.

You represent to the Credit Union that you are not engaged in unlawful internet gambling or any other illegal activity. Transactions restricted by the federal Unlawful Internet Gambling Enforcement Act are prohibited and should not be processed through commercial accounts at the credit union. We may refuse a transaction, freeze your Account, and /or terminate your membership and account relationships if you engage in unlawful internet gambling or other illegal activities.

Account Specifics

Agents/powers of attorney. You may give other persons authority to withdraw from or deposit to your Account by properly executing a document designating those authorized persons. The Credit Union will not permit an agent or attorney-in-fact to change the ownership of your Account or add or change any beneficiaries of your Account unless authorized under specific authority to make gifts. Once you name an agent or attorney-in-fact that person's authority will continue until you or a representative with the authority to act on your behalf notifies us to the contrary. Unless the document naming the agent or attorney-in-fact specifically states that

it becomes ineffective in the event of your subsequent disability or incapacity, the agent's or attorney-in-fact's authority will remain in effect. We will no longer honor the agent's or attorney-in-fact's authority when we receive actual notice of your death.

Facsimile signatures. If you authorize the use of a facsimile signature or other form of signature (collectively, "facsimile signature"), you agree that you shall have the sole responsibility for maintaining security of any such facsimile signature or device by which it is affixed and that you shall bear the entire risk of unauthorized use thereof whether or not you are negligent. You also agree that no facsimile of your signature may be considered a forgery or an unauthorized signature but that such facsimile signature shall be effective as your signature or endorsement. You further agree to indemnify and hold the Credit Union harmless from and against any and all loss, cost, damage, liability, or expense (including reasonable attorneys' fees) the Credit Union or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature.

Deposits. A receipt will be provided or made available upon request for all in-person deposits to your Account. However, the amounts shown on your deposit receipts are based solely on your deposit ticket. Credits for all deposits are subject to final verification and, after review, the Credit Union may make adjustments to your Account for any errors, including any errors appearing on your deposit ticket. The actual credit for deposits of foreign currency or items payable in foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars. The Credit Union acts only as your agent for the collection of the items and is not responsible for handling items for deposit or collection beyond the exercise of ordinary care. The Credit Union is not responsible for the negligence of any correspondent or for the loss in transit, and each correspondent will only be liable for its own negligence. You waive any notice of nonpayment, dishonor, or protest regarding items we receive for credit or collection to your Account. The Credit Union may give you provisional credit for items deposited to your Account or Automated Clearing House (ACH) transfers to your Account. Items may be charged back against your Account or any other Account on which you are an owner if for any reason final payment is not actually received. If the Credit Union receives notice that an item is being returned, we may place a hold on the funds in your Account to cover the amount of the item. If we are unable to hold or debit sufficient funds from the Account into which the item was deposited, we may hold or debit funds from any of your Accounts. We need not give you prior notice of our actions with respect to an item. You waive notice of nonpayment for any item deposited to your Account. You also agree that items returned unpaid because of insufficient funds may be re-presented for payment without notice to you. The Credit Union may delay your ability to withdraw certain deposits in accordance with the funds availability policy of the Credit Union. The Credit Union may return or refuse to accept all or any part of a deposit or credit to your Account at any time and will not be liable to you for doing so even if such action causes outstanding checks to be dishonored and returned. Refused deposits will be returned to you. Funds deposited to a night depository, lock box, or similar facility are considered deposited on the day on which the deposit is removed from such facility and is available for processing by the Credit Union.

The Credit Union may rely on the Account number for any deposit record received, even if the record identifies a party different from the entity identified by name in the record.

Endorsements. Any item deposited to your Account that lacks an endorsement may be, or may be deemed to be, endorsed by the

Credit Union on your behalf. With respect to any such item the Credit Union's rights and your liabilities shall be determined as though you actually endorsed and deposited the item. The Credit Union may, at our option, require that any check be personally endorsed by each of the payees. Any endorsement you place on a check must appear in the area within 1 1/2 inches from the trailing edge of the check, which is the left side of the check looking at it from the front. No other marks may appear in any other section of the back of the check, although we may accept endorsements outside this space. You agree to assume responsibility for and to indemnify the Credit Union for any delay or loss it may incur as a result of your failure to comply with these endorsement standards.

Direct deposit/payroll deduction. You may authorize the direct deposit of your paycheck or other funds to your Account by completing a separate authorization form. If, in connection with a direct deposit plan, we deposit any amount in your Account that should have been deposited to another member's or nonmember depositor's account or for any reason returned to the federal government, you authorize us to deduct the amount of our liability from any of your future deposits or from any other Account you own. You agree we can do this without prior notice to you and at any time, regardless if it causes outstanding checks to be dishonored and returned, unless otherwise prohibited by law. We may also use any other legal remedy to recover the amount of our liability because of an incorrect deposit to your Account.

Withdrawals/transfers. Any request for a withdrawal or transfer of funds must be made on a form or by a method approved by the Credit Union. We reserve the right to refuse withdrawals until we have properly signed or authenticated authorizations on forms approved by us. The Credit Union may accept telephone or preauthorized orders from you to transfer or withdraw funds from your Account even if the transfer or withdrawal causes an overdraft.

The Credit Union reserves the right to refuse to stop payment on any withdrawal or payment issued in the form of a certified check, cashier's check, teller's check, Credit Union official check, or Credit Union-signed money order. In certain cases you or a payee who had possession of such item when it was lost, stolen or destroyed may be entitled to reimbursement or reissue of the item with an acceptable declaration of loss form.

You agree to protect your account number, personal identification numbers or any other access devices, and keep them secure from unauthorized persons. If you give your Account number to another person or business and authorize that person or business to make transactions on your behalf, you authorize the Credit Union to honor any transaction initiated by that person or business even if you have not authorized a particular transaction. Unless otherwise prohibited by law, we reserve the right to refuse withdrawals or transfers if:

- (a) There are insufficient funds in the Account,
- (b) A levy, garnishment or attachment has been served,
- (c) The Account secures an obligation to the Credit Union,
- (d) Any required document has not been received,
- (e) You are in default on any loan with the Credit Union, or
- (f) The withdrawal or transfer would exceed the maximum number of withdrawals or transfers permitted for that type of Account. See your Truth in Savings Disclosures for *Transaction Limitations*.

If you exceed any withdrawal or transfer limits on your Account after the Credit Union has notified you of any such transfer violation, the Credit Union may close your Account, transfer the funds to another Account for which you are eligible, or eliminate your Account transfer privileges.

The Credit Union reserves the right to require you to give seven (7) days prior written notice of any intended withdrawal from an interest-bearing account other than a time deposit. However, the Credit Union does not currently require such a notice, and any decision to require such a notice will be made in a nondiscriminatory manner and in accordance with applicable regulations. In addition, cash withdrawals or payments may be restricted due to a limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, the Credit Union may make arrangements for a later cash payment or offer to make payment with a cashier's check or teller's check. The Credit Union assumes no responsibility to provide personal protection for account owners who elect to carry large sums of money off the premises. Your Accounts may be subject to additional withdrawal limitations specified in the Credit Union bylaws or other documents you received when you opened your Account.

Dividends. The dividends we pay on your Account change from time to time and are tied to the earnings of the Credit Union. For our current dividend rates, please see the dividend rates section of our Truth in Savings Disclosures. Liability for dividends established by us on any Account shall terminate without penalty if (1) we commence an involuntary dissolution procedure, or (2) the Office of Credit Unions takes possession of the Credit Union under Chapter 186 of the Wisconsin Statutes. If the Credit Union dissolves while chartered by the State of Wisconsin, the Director of Credit Unions shall determine the priority of payout of the various classifications of savings.

Fees. From time to time your Account may be subject to fees. The amount and conditions under which fees may be charged to your Account are set forth in the Credit Union's Truth in Savings Disclosures. You may also request other Credit Union services that are subject to a fee. Information about fees for services will be provided upon request. We reserve the right to change our fees at any time. If we change our dividend rates or fees you will be given notice according to the terms of this Agreement and as required by federal or state law.

You agree that any fee incurred may be deducted from any Account you own, even if the deduction causes an overdraft of the Account, causes the dishonor of items drawn on your Account, or triggers an advance under an overdraft protection plan. You agree that our right to deduct any fees and service charges from the funds in your Account extends to any state and federal benefit payments (including, for example, Social Security benefits) that you have chosen to deposit in the Account. If you do not want your benefits to be applied in this way, you must change your Direct Deposit instructions by contacting the benefits payor and following its procedures to change your Direct Deposit.

Statements and notices. Regardless of the number of Account owners, we may send or otherwise make available Account statements and notices to only one owner, the first-named, per Account. Notification given to any one Account owner is considered notification to all Account owners and is considered delivered to you on (1) the date we first place the statement or notice in the U.S. mail, or (2) the date that the email notifying you that your statement is available is first sent, regardless of whether or not you receive it.

The owner receiving this information is responsible for sharing copies of the information with other owners. When the Account owner requests that we send notices to an authorized signer, the authorized signer is responsible for providing copies to all Account owners.

If two consecutive statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you. Statements and notices held for you will be deemed delivered to you on the date that they are prepared (for held statements), mailed (for returned statements) or otherwise made available to you. At our discretion, we may destroy mail that is returned to us as determined to be undeliverable.

Unless you have instructed the Credit Union otherwise in writing, statements and notifications will be sent to the first-named Account owner's last known address or email address on file with the Credit Union. You agree to promptly notify the Credit Union of any change of your address or email address and will assume full responsibility for any failure of the Credit Union to deliver statements to you due to your failure to notify the Credit Union of any change. You agree that the Credit Union may mail statements in the same envelope for Accounts with the same first-named owner.

You must exercise reasonable promptness in carefully examining your statement and reporting any error or unauthorized withdrawal. You agree that you will examine your statement and report any error or unauthorized withdrawal appearing on the statement to the Credit Union within thirty (30) days of the date your statement was mailed to you. The Credit Union is not responsible for any loss caused by an error or unauthorized withdrawal reported after this time. The statement is considered correct unless you notify the Credit Union within thirty (30) days after any error is discovered.

Dormant Accounts. If your Account becomes dormant, we reserve the right to charge your Account with a dormant Account service fee. If the Credit Union charges dormant Account service fees, more specifics about this fee are contained in the Truth in Savings Disclosures given to you. You will be provided with a statement of Account listing any dormant Account service fees charged to your Account at least annually. If your Account balance falls to zero (0) the Credit Union may close your Account. If you have no Account at the Credit Union with more than a zero (0) balance, the Credit Union may consider you to have voluntarily terminated your membership and may remove your name from the Credit Union membership list. You may at any time thereafter reapply for membership and may be readmitted in accordance with the bylaws of the Credit Union.

Statutory lien and right of setoff. You acknowledge Credit Union's statutory lien rights, whether under state or federal law, to apply any funds in your Accounts whether individually or jointly owned, to any amount you or your joint owner may owe, now or in the future, except when prohibited by law. You also hereby grant the Credit Union a consensual security interest and a lien on your Accounts and agree that we have the right to setoff against all or any part of any Account balance, any debt or liability you may owe us. However, this consensual security interest may not apply to your Account if: (a) it is an IRA or other similar tax deferred Account; (b) the debt is created by a consumer credit transaction under a credit card plan; (c) your right of withdrawal arises only in a representative capacity; or (d) such lien or setoff is otherwise prohibited by the Military Lending Act or other law. Our statutory lien and setoff rights may be exercised at any time without prior notice to you, unless such notice is required by law. If your Account is a Multiple Party Account, and one or more Multiple Party Account owners are indebted to the Credit Union in any manner, the Credit Union may use the funds in the

Multiple Party Account to pay the debt regardless of which owner contributed the funds to the Account. We will not be liable for the dishonor of any check when the dishonor occurs because we exercised our right to the statutory lien or setoff. You expressly agree that, to the extent permitted by law, our right of setoff and lien rights extend to, and may be directed toward, any federal or state benefit payments (including Social Security benefits) directly deposited into your account. You agree to indemnify and hold us harmless from any and all liability that may result from the exercise of our statutory lien or setoff rights. If you are indebted to the Credit Union at the time of your death the Credit Union may exercise its right of setoff against your Account notwithstanding any rights that a surviving Multiple Party Account owner, a P.O.D. beneficiary, heir or beneficiary of a trust Account may otherwise have to the balance of the Account.

Automatic transfers. If the Credit Union offers automatic transfer services for your Account, the Credit Union may honor any item or transaction drawn on insufficient funds by automatically transferring funds according to the Credit Union's automatic transfer policy from another Account you own, regardless of whether the Account is a Multiple Party Account, or from your line of credit. The Credit Union may however, in its sole discretion, refuse to make such a transfer if the transfer would exceed any transfer limitations for such Account established under federal regulations, if Credit Union policies would prevent the transfer, or if an advance is not permitted under the terms of your line of credit agreement.

Garnishment/legal process. If we are served with any legal process (i.e. garnishment, tax levy) that seeks to attach or in some manner prevent you from freely using your Account, we reserve the right to hold and refuse to pay out any portion of your Account during any period of time necessary to finally determine who has the legal right to the funds and pay any balance in the Account to the proper authorities. The Credit Union may reveal information relating to your Accounts necessary to comply with subpoenas, summonses, search warrants, requests from governmental agencies or whenever required by law.

Special Provisions for Funds Transfers

The following provisions apply to funds transfers to or from your Account. For purposes of this section referring to funds transfers, the word "bank" refers to a bank, savings & loan, or credit union. In this section, the terms "funds transfer," "funds transfer system," "payment order," and "beneficiary" have the meanings given them by Chapter 410 of the Wisconsin Statutes, Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System. Examples of covered funds transfers are a preauthorized automatic transaction (ACH) like your car or mortgage payment, and wire transfers.

The Credit Union has no obligation to execute any payment order. If you send or receive a funds transfer, the Credit Union or its correspondent may use any means commercially reasonable to execute the funds transfer including but not limited to Fedwire, or any other means of transmission, funds transfer system, clearing house or intermediary bank. Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made. Any transfer made via Fedwire is subject to the rules of Regulation J. The Credit Union may charge your Account for the amount of any funds transfer initiated by you, by any person authorized by you, or by any Multiple Party Account owner. Any person designated by a business or organization is authorized to issue payment orders for a business or organization. You agree that the credit union may charge and collect from you a service fee for funds transfers to or from your Account. The fees, if any, for funds

transfer services are set forth in the fee section of the Truth in Savings Disclosures provided to you with this Agreement. Any service fees not paid in advance may be deducted from your Account balance. The Credit Union may decline to accept a payment order for which there are not sufficient funds to cover the amount of the payment order and any applicable service fees. The Credit Union is not responsible for any inaccuracy, delay, interruption, or failure in transmission due to actions or inaction of third parties or circumstances beyond the control of the Credit Union including mechanical, electronic or equipment failure.

You agree not to issue a payment order that instructs the Credit Union to execute the payment order on a date other than the date the Credit Union receives the payment order. The Credit Union may execute your payment order on the day the Credit Union receives it notwithstanding your instruction to execute it on a different date, unless the Credit Union agrees in writing to follow such instructions.

Cut-off times. The Credit Union may establish or change cut-off times for the receipt, execution, and processing of funds transfers, payment orders, cancellations or amendments. If the Credit Union has established cut-off times, a notice of such cut-off times will be available from the Credit Union upon request. Funds transfers, payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following funds transfer business day and processed accordingly.

Amendment or cancellation. You, any person you have authorized to have access to your Account, or any Multiple Party Account owner may amend or cancel any payment order. Any amendment to or cancellation of a payment order must be received at a time and in a manner sufficiently describing the original payment order as to afford the Credit Union a reasonable opportunity to act on the amendment or cancellation. Payment order amendments or cancellations received within one (1) hour of the time the Credit Union has been directed to execute the payment order are not timely and may be rejected by the Credit Union. If the Credit Union accepts an amendment or cancellation of a payment order, you agree to hold the Credit Union harmless from, and indemnify the Credit Union for, any and all losses and expenses, including reasonable attorney fees incurred as a result of any actual or attempted amendment or cancellation of a payment order.

Security procedures. 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 procedure, if any, to be used to verify payment orders issued by you, or for which your Account will be liable. If a security procedure has been established, you agree that the authenticity of payment orders, amendments or cancellations may be verified using that security procedure, that such security procedure is a commercially reasonable method of preventing unauthorized payment orders and that the Credit Union has no obligation to accept a payment order, amendment or cancellation that is not issued in accordance with the security procedure. If you notify the Credit Union in writing that you do not agree to the security procedure originally agreed upon, the Credit Union will not 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. You agree that any alternate security procedure agreed to by you and the Credit Union is a commercially reasonable method of preventing unauthorized payment orders. The Credit Union may utilize audio recording devices for any payment order, amendment or cancellation received by telephone.

Identification of beneficiary's account. If you give the Credit Union a payment order that identifies the beneficiary (recipient of the funds) by both name and identifying number or account number, payment may be made by the beneficiary's bank on the basis of the identifying number or account number, even if the number identifies a person different than the named beneficiary.

Identification of bank. If you give the Credit Union a payment order that identifies an intermediary or beneficiary's bank by both name and an identifying number, the Credit Union and any receiving bank may rely on the number as the proper identification even if it identifies a person or bank other than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank that executes or attempts to execute the payment order in reliance on the identifying number you provided.

Provisional credit. The Credit Union may give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. You agree that any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree that if the Credit Union does not receive final settlement it is entitled to a refund from you of the amount credited to you in connection with that ACH entry.

ACH rules. You agree that ACH transactions to or from your Account are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union may not provide you with next day notice of receipt of payment orders credited to your Account. You will continue to receive notices of receipt of funds transfers in your periodic statements. You may verify receipt of any funds transfer by calling the Credit Union.

No next-day notice required. 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 next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of any funds transfers by noting such items in your periodic statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt. You may inquire between receipt of periodic statements whether or not a specific funds transfer has been received by calling the Credit Union during regular business hours.

Reporting unauthorized or erroneous funds transfers. You must exercise ordinary care to determine whether a funds transfer from your account was either not authorized or inaccurate, and you will notify us of the facts within a reasonable time not exceeding fifteen (15) days after you have received notice from us that the instruction or order was accepted or your Account was debited or credited for the funds transfer, whichever is earlier. You must notify us within fifteen (15) days to be entitled to a refund from us. If you do not notify us within fifteen (15) days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders. We are not obligated to detect errors you make in a payment order (such as an instruction to pay a beneficiary you did not intend to or a greater amount than you intended, or a transmission of a duplicate payment order of one you previously sent). If we detect an error on one or more occasions, we will not be obligated to detect such errors in any future payment order. We may rely on the beneficiary account number and beneficiary bank identification number you provide with an instruction or order. You could lose the funds if you provide incomplete or inaccurate information.

Liability for unauthorized transactions not covered by Regulation E. For purchases and other transactions, in consumer Accounts, not governed by Regulation E, you are liable for all losses relating to unauthorized funds transfers that do not result solely from our negligence or intentional misconduct, unless the laws governing your account require lesser liability.

Interest; damages. If the credit union becomes obligated under Article 4A of the Uniform Commercial Code or Chapter 410 of the Wisconsin Statutes to pay interest, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the Account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made. Except as permitted by law, you also agree that the Credit Union shall not be liable for indirect, incidental, exemplary or consequential damages (including lost profits or earnings) of any kind or attorney fees as a result of any funds transfer.

Special Provisions for Share Draft (Checking) Accounts

As used in this section the term "share draft" also means "check." We shall not be liable for accepting or paying any share draft drawn on your Account that contains special instructions unless we have expressly agreed to the special instructions. We may pay any share draft drawn on your Account that you have authorized or which contains your signature, whether or not the form of the signature is the same as that shown on the signature card given to us.

Only share draft blanks approved by the Credit Union and other methods approved by the Credit Union may be used to withdraw funds from your share draft or checking Account. If you fail to abide by these requirements you may be charged the reasonable costs and expenses incurred by the Credit Union in processing any withdrawal transacted with a non-approved share draft blank or other such non-approved method. To the full extent permitted by law, you agree to be liable for any loss resulting from the loss or theft of share draft blanks.

You must exercise reasonable promptness in carefully examining your periodic statement and reporting to the Credit Union any unauthorized share draft. Your statement will include sufficient information to reasonably identify an unauthorized share draft, including the amount, date of payment and any item number. Your failure to notify the Credit Union of any unauthorized share draft, which you reasonably should have discovered from the information contained in your statement, within thirty (30) days of the date your statement was mailed to you is conclusive proof that you failed to exercise reasonable promptness in examining your statement and reporting to the Credit Union the unauthorized draft. You agree that the Credit Union will not be liable for paying such items if (a) you did not exercise reasonable care in examining the statement or you have not reported unauthorized signatures or alterations to the Credit Union within thirty (30) days of the mailing date of the earliest statement containing these items, or (b) these items were drawn without authority or altered so cleverly that the lack of authorization or alteration could not be detected by a reasonable person and you were negligent in some manner.

Cancelled share drafts, receipts, deposit tickets, or other such documents may not be returned to you. We will, however, provide you with a statement of Account showing payment of items and describing each item-by-item number, if applicable, amount and date of payment. If items are not returned to you we will either retain the items or, if the items are destroyed, maintain the capacity to furnish legible copies of the items for seven (7) years after the receipt of the item. A request for copies of an item may be subject to a fee as disclosed in the Truth in Savings Disclosures.

The Credit Union may adopt the practice of using another credit union, bank or some other clearing agent to pay share drafts drawn on your Account. This method of clearing share drafts may involve the truncation of your share drafts. When share drafts are truncated, the bank or clearing agent retains your original share draft and the Credit Union may not be able to verify your signature before your share draft is paid. The Credit Union or its clearing agent may also use automated share draft sorting equipment and automatic payment of share drafts without manual verification of signature, or other sight examination. You agree that check truncation and the use of automated check sorting equipment are customary and generally accepted practices among credit unions, are commercially reasonable methods of paying share drafts drawn on your account and that the Credit Union has exercised ordinary care in so paying any share draft using either or both of these methods of clearing share drafts.

If you draw a share draft or otherwise authorize withdrawals not presented for payment until after your death the Credit Union is authorized to pay such share drafts and withdrawals notwithstanding any rights that a surviving Multiple Party Account owner, a P.O.D. beneficiary, heir or a beneficiary of a trust account may have to sums deposited to the Account.

The Credit Union may assess a service charge as disclosed in the Truth in Savings Disclosures provided to you, for any overdraft of your Account or for any item or withdrawal request drawn against your Account that it returns non-sufficient funds (NSF). The Credit Union will not be liable for failure to pay any item unless it is drawn against funds credited to the Account at the opening of business on the day that the item is presented for payment. The Credit Union may, but is not obligated to, pay an item that overdraws your Account. By paying one or more overdrafts the Credit Union does not agree to pay future overdrafts. You agree to pay the amount of any overdraft together with any overdraft charge immediately upon demand at the Credit Union's offices, whether the overdraft was caused by you or an authorized party and regardless of whether you signed, authenticated or requested the withdrawal or participated in the transaction creating the overdraft or received any benefit from the withdrawal creating the overdraft. Unless the law prohibits the collection of such cost, you agree to pay all costs and expenses, including attorney fees incurred by the Credit Union in the collection of any overdraft.

The Credit Union will not be liable for nonpayment of share drafts because of insufficient funds in your Account resulting from the deduction of special charges or service fees. You agree to hold the Credit Union harmless for its failure or refusal to honor any item drawn on your Account where such failure or refusal is due to conflicting demands or notices made upon the Credit Union.

Electronic check conversion. Some businesses convert checks, including share drafts, that you give them into electronic debits (or electronic checks) and then send us an electronic debit for the transaction amount. When we receive the electronic debit, we charge it to your account. We may receive the electronic debit to your account immediately after the business enters the transaction, so you may have a reduced right to stop payment. Since the check is not sent to us, we do not have a copy of your check. We list these electronic debits on your account statement. If the business uses your check to initiate an electronic debit at the point of sale, the business should give you notice of the conversion and return the voided check to you. You should treat the voided check with care

because someone else who obtains possession of it could use the information to initiate additional debits against your account. A business that receives your check by mail and converts it to an electronic debit may give you notice of the conversion and destroy the original check.

Cashing your share drafts for nonmembers. If a share draft drawn on your Account is presented for payment by a person who is not a member or account owner at the Credit Union, you agree that we may require that person to pay a share draft or check cashing fee and provide identification satisfactory to us. You also agree that we may refuse to pay any such share draft if the payee fails to furnish such identification or pay the fee. You also agree that we may refuse to cash or otherwise honor any share draft that is presented to us over the counter by any person who is not a member or account owner at the Credit Union, even if the share draft is properly payable and that person can verify his or her identity as the holder of such share draft. In such cases, the holder of the share draft may deposit the draft with his or her financial institution and have the share draft presented to Credit Union through regular check collection channels. You agree that our refusal to pay a share draft based on the reasons described above will not be considered wrongful dishonor of the share draft by us.

Stale-dated share drafts. We may, but are not obligated to, pay any share draft drawn on your Account that is stale-dated (presented more than six (6) months past its date). If we pay an item that is stale-dated you agree to hold us harmless for taking such action. If you do not want us to pay a stale-dated draft, you must place a stop payment order on the item.

Postdated share drafts. A postdated share draft is a draft you issue with a date in the future. If you postdate a share draft that is presented for payment before the date stated on its face the Credit Union may pay the draft upon receipt unless you notify the Credit Union verbally or in writing in time to stop the item from being paid. If you provide such notification, the provisions of these Account rules relating to stop payment orders will apply to the postdated share draft.

Stop payment orders. If you would like to place a stop payment on a share draft, you must give us sufficient notice and information so that we have a reasonable opportunity both to verify that the item is unpaid and to act on your request. We use a computer system to identify items. We need specific information to process a stop payment request, such as the draft number, Account number, payee's name, date, and check amount. We must receive a stop payment order in time to give us a reasonable opportunity to act on it. Any Account owner may request a stop payment on a draft even though he or she has not signed or authenticated the draft and regardless of the number of signatures required to make withdrawals or transfers to the Account. Only the person who authorized the original stop payment may release a stop payment order. You may give us notice of a stop payment on a draft orally, but your oral notice will lapse after fourteen (14) calendar days unless you confirm your notice in writing. A written notice is effective for six (6) months. We may at our option continue stop payment orders beyond these time limits unless you cancel the stop payment order. A written notice may be renewed for subsequent six (6) month periods, but any renewal of a notice must be in writing. The notice must be given to the Credit Union before the expiration of the effective period of the prior notice, and must provide the same information provided in the original notice. You may be assessed, and you agree to pay, a service charge for each stop payment request.

When placing a stop payment order, you agree to defend, indemnify and hold us harmless for all expenses, costs and attorney fees

incurred by us due to our refusal to pay the share draft. The Credit Union will not be responsible if the information you give is not correct or if you fail to give any other reasonable information regarding the item and the stop payment cannot be completed. If we pay over a valid stop payment request, we will be liable for actual damages only in an amount not to exceed the amount of the item. If we recredit your Account after paying a share draft over a valid and timely stop order, you agree to transfer to the Credit Union all of your rights against the payee or other holder of the draft, and to assist the Credit Union in legal action taken against that person at a later time.

Madison Credit Union Overdraft Protection. When there are insufficient funds in your Account at the time check or withdrawal requests are presented, the Credit Union may look at funds available in other subaccounts you own or balances available on your PAL line of credit. We may also consider direct deposit amounts pending in your account at the time of presentment. If more than one check or withdrawal request from your Account is presented to the Credit Union on the same day, and if your Account has sufficient funds to pay for some but not all of such checks or items, the Credit Union has the right to decide the order in which it will pay the checks or items it will pay and those it will reject (if any). The order in which your checks or withdrawal requests are received and processed can affect the total amount of overdraft fees, if any, you may incur. Drafts or other transfer or payment orders that are drawn against insufficient funds may be subject to one or more service charges set forth in the fee section of the Credit Union's Truth-in-Savings disclosures.

This credit union is federally insured by the
National Credit Union Administration.
All coverage is governed solely by NCUA regulations.