



6163 NW 86th St. #105  
 Johnston, IA 50131  
 Phone (515) 334-8100  
 Fax (515) 334-8150

**APPLICATION AND  
 SOLICITATION  
 DISCLOSURE**



<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	Introductory APR, for Qualifying Purchases, for a period of billing cycles. After that, your APR will be . This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
<b>Fees</b>	
<b>Annual Fee</b> - Annual Fee	<b>None</b>
<b>Transaction Fees</b> - Balance Transfer Fee - Cash Advance Fee - Foreign Transaction Fee - Transaction Fee for Purchases	<b>2.00%</b> of the amount of each balance transfer <b>\$5.00</b> or <b>3.00%</b> of the amount of each cash advance, whichever is greater <b>1.00%</b> of each transaction in U.S. dollars <b>None</b>
<b>Penalty Fees</b> - Late Payment Fee - Returned Payment Fee	Up to <b>\$29.00</b> Up to <b>\$29.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

**Qualifying Purchases:** Any purchase made during a promotional period at a merchant identified on Community Choice Credit Union's approved merchant list will qualify for the introductory APR. This approved merchant list is provided to You along with the Account Opening Disclosure at Account Opening. You will need to pay the entire balance within months to avoid any interest being assessed against the remaining balance.

**Effective Date:** The information about the costs of the card described in this application is accurate as of: This information may have changed after that date. To find out what may have changed, contact the Credit Union.

**Other Fees & Disclosures:**

Late Payment Fee: \$29.00 or the amount of the required minimum payment, whichever is less, if you are 3 or more days late in making a payment.

Cash Advance Fee (Finance Charge): \$5.00 or 3.00% of the amount of each cash advance, whichever is greater.

Returned Payment Fee: \$29.00 or the amount of the required minimum payment, whichever is less.

Card Replacement Fee: \$5.00.

Emergency Card Replacement Fee: None.

Rush Fee: \$30.00.

Statement Copy Fee: \$5.00.



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**CREDIT CARD  
 ACCOUNT  
 OPENING  
 DISCLOSURE**



This Disclosure is incorporated into and becomes part of Your LOANLINER® Consumer Credit Card Agreement & Disclosure. Please keep this attached to Your LOANLINER Consumer Credit Card Agreement & Disclosure.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	Introductory APR, for Qualifying Purchases, for a period of billing cycles.  After that, Your APR will be . This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge You any interest on purchases if You pay Your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
<b>Fees</b>	
<b>Annual Fee</b> - Annual Fee	<b>None</b>
<b>Transaction Fees</b> - Balance Transfer Fee - Cash Advance Fee - Foreign Transaction Fee - Transaction Fee for Purchases	<b>2.00%</b> of the amount of each balance transfer <b>\$5.00 or 3.00%</b> of the amount of each cash advance, whichever is greater <b>1.00%</b> of each transaction in U.S. dollars <b>None</b>
<b>Penalty Fees</b> - Late Payment Fee - Returned Payment Fee	Up to <b>\$29.00</b> Up to <b>\$29.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See Your Account Agreement for more details.

**Qualifying Purchases:** Any purchase made during a promotional period at a merchant identified on Community Choice Credit Union's approved merchant list will qualify for the introductory APR. This approved merchant list is provided to You along with the Account Opening Disclosure at Account Opening. You will need to pay the entire balance within months to avoid any interest being assessed against the remaining balance.

**Billing Rights:** Information on Your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

**Military Lending Act Disclosures:** If you are a Covered Borrower under the Military Lending Act, and unless prohibited by law, Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).



SEE NEXT PAGE for more important information about Your Account.

**Other Fees & Disclosures:**

Late Payment Fee:

\$29.00 or the amount of the required minimum payment, whichever is less, if You are 3 or more days late in making a payment. If Your Account is subject to a Late Payment Fee, the fee will be charged to Your Account when You do not make the required minimum payment by or within the number of days of the statement Payment Due Date set forth on this Disclosure.

Cash Advance Fee (Finance Charge):

\$5.00 or 3.00% of the amount of each cash advance, whichever is greater. If Your Account is subject to a Cash Advance Fee (finance charge), the fee will be charged to Your Account when You obtain a cash advance from an ATM, the Credit Union or other financial institution.

Returned Payment Fee:

\$29.00 or the amount of the required minimum payment, whichever is less. If Your Account is subject to a Returned Payment Fee, the fee will be charged to Your Account when a payment is returned for any reason.

Card Replacement Fee:

\$5.00. If Your Account is subject to a Card Replacement Fee, a fee will be charged for each replacement Card that is issued to You for any reason.

Emergency Card Replacement Fee:

None.

Rush Fee:

\$30.00. If Your Account is subject to a Rush Fee, except as limited by applicable law, a fee may be charged to Your Account for each rush Card that You request, providing that delivery of the Card is also available by standard mail service, without paying a fee for delivery.

Statement Copy Fee:

\$5.00. If Your Account is subject to a Statement Copy Fee, except as limited by applicable law and when the request is made in connection with a billing error made by the Credit Union, a fee may be charged to Your Account for each copy of a sales draft or statement that You request.

**Collection Costs:**

You agree to pay all costs of collecting the amount You owe under this Agreement, including court costs and reasonable attorney's fees.

**Periodic Rates:**

The Introductory Purchase APR is \_\_\_\_\_ which is a daily periodic rate of \_\_\_\_\_  
The Purchase APR is \_\_\_\_\_ which is a daily periodic rate of \_\_\_\_\_  
The Balance Transfer APR is \_\_\_\_\_ which is a daily periodic rate of \_\_\_\_\_  
The Cash Advance APR is \_\_\_\_\_ which is a daily periodic rate of \_\_\_\_\_

**Variable Rate:**

The ANNUAL PERCENTAGE RATE may increase in the future. The ANNUAL PERCENTAGE RATE is subject to change on the first day of the billing cycle quarterly to reflect any change in the Index and will be determined by the Prime Rate on the first day of each calendar quarter (January, April, July and October), to which We add a margin. Any increase in the ANNUAL PERCENTAGE RATE will result in an increase in the amount of the interest You will pay, may increase Your minimum payment, and may increase the number of payments to pay off Your balance. If the Index is no longer available, the Credit Union will choose a new index which is based upon comparable information.

**Margin:**

Purchases will be charged at \_\_\_\_\_ above the Index.  
Balance Transfers will be charged at \_\_\_\_\_ above the Index.  
Cash Advances will be charged at \_\_\_\_\_ above the Index.



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Choice**

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**CONSUMER  
CREDIT CARD  
AGREEMENT  
AND  
DISCLOSURE**



This Consumer Credit Card Agreement and Disclosure together with the Account Opening Disclosure and any other Account opening documents or any subsequent documents provided to You related to this Account (hereinafter collectively referred to as "Agreement") govern the terms and conditions of this Account. "We," "Us," "Our" and "Ours" and "Credit Union" refers to Community Choice Credit Union with which this Agreement is made. "You," "Your," and "Yours" refers to each applicant and co-applicant for the Account; any person responsible for paying the Account; and anyone You authorize to use, access or service the Account. "Card" means the Visa® credit card and any other access devices, duplicates, renewals, or substitutions, the Credit Union issues to You. "Account" means the line of credit established by this Agreement and includes Your Card.

**SECURITY INTEREST**

You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods You purchase.

If You give the Credit Union a specific pledge of shares by signing a separate pledge of shares, Your pledged shares will secure Your Account. You may not withdraw amounts that have been specifically pledged to secure Your Account until the Credit Union agrees to release all or part of the pledged amount.

**You grant Us a security interest in all individual and joint share and/or deposit accounts You have with Us now and in the future to secure Your credit card Account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest You have given in Your shares and deposits. You may withdraw these other shares unless You are in default. When You are in default, You authorize Us to apply the balance in these accounts to any amounts due. For example, if You have an unpaid credit card balance, You agree We may use funds in Your account(s) to pay any or all of the unpaid balance.**

Unless otherwise prohibited by federal and/or state law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement.

**1. USING YOUR ACCOUNT** — By using the Account or keeping the Card, You agree to the terms of this Agreement. You agree to use Your Account in accordance with this Agreement. Your Account must only be used for lawful transactions.

**2. CREDIT LIMIT** — We may establish a credit limit as part of this Agreement, which You promise not to exceed. If You exceed the credit limit, You promise to repay immediately the amount which exceeds the credit limit, including amounts due to finance charges, fees or other charges. You may request a credit limit increase on Your Account only by a method acceptable to the Credit Union. We may increase or decrease Your credit limit, refuse to make an advance and/or terminate Your Account at any time for any reason permitted by law.

**3. REPAYMENT** — You promise to repay all amounts You owe under this Agreement. Your promise to repay includes all transactions made to Your Account by You or anyone You authorize to use Your Account as well as all interest charges and fees.

For each billing period, You must pay at least the Minimum Payment Due by the Payment Due Date.

The Minimum Payment Due is 2.00% of Your total New Balance, or \$35.00, whichever is greater, plus any amount past due and any amount by which You have exceeded Your applicable credit limit. If Your total New Balance is less than \$35.00, then Your Minimum Payment Due is the amount of the total New Balance.

You may pay more frequently, pay more than the Minimum Payment Due or pay the total New Balance in full.



If You make extra or larger payments, You are still required to make at least the Minimum Payment Due each month Your Account has a balance (other than a credit balance). The Credit Union may delay replenishing Your credit limit until the date the payment is posted or the Credit Union confirms the payment has cleared.

Your payment of the required Minimum Payment Due may be applied to what You owe the Credit Union in any manner the Credit Union chooses, as permitted by applicable law. If You make a payment in excess of the required Minimum Payment Due, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate ("APR") and any remaining portion to the other balances in descending order based on applicable APR, unless otherwise prescribed by applicable law. We may accept checks marked "payment in full" or with words of similar effect without losing any of Our rights to collect the full balance of Your Account with Us.

**4. INTEREST AND FINANCE CHARGES** — We will begin charging You interest on purchases on the date the transaction is posted to Your Account. We will begin charging You interest on cash advances and balance transfers on the date of the transaction or the first day of the billing cycle in which the transaction is posted to Your Account, whichever is later (transaction date). However, We will not charge You any interest on new purchases if Your Account had a zero or credit balance at the beginning of that billing cycle, or You paid the entire new balance on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid an additional finance charge on the balance of purchases, You must pay the entire new balance on the billing statement by the Payment Due Date of that statement.

**How We Calculate Your Balance:**

Interest charges on Your Account are calculated separately for purchases, balance transfers and cash advances ("Transaction Type"). We figure the interest charge for each Transaction Type by applying the periodic rate to each corresponding "average daily balance." To get the "average daily balance" for a Transaction Type We take the beginning balance for that Transaction Type each day, add any new transactions of that type, and subtract any unpaid interest or other finance charges and any applicable payments or credits. This gives Us the daily balance for each Transaction Type. Then, for each Transaction Type, We add up all the daily balances for the billing cycle and divide each total by the number of days in the billing cycle. This gives Us the "average daily balance" for each Transaction Type.

**5. FEES** — In addition to the periodic rate, additional fees may be imposed on Your Account. If applicable to Your Account, the fee amounts and explanations are disclosed on the Account Opening Disclosure accompanying this Agreement.

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

A fee (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances, and credits to Your Account. A foreign transaction is any transaction that You complete or a merchant completes on Your Card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether You are located inside or outside the United States at the time of the transaction. The Foreign Transaction Fee is set forth on the Account Opening Disclosure accompanying this Agreement.

**7. AUTHORIZATIONS** — We do not guarantee authorization of a transaction, either by Us or by a third party, even if You have sufficient credit available. You agree that We will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. We reserve the right to deny certain transactions for any reason and at Our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the Account. You agree that We have no requirement to notify You of the specific reason We denied a transaction. If We detect unusual or suspicious activity, We may suspend Your credit privileges until We can verify the activity, or We may close the Account.

**8. INFORMATION UPDATING SERVICE AND AUTHORIZATIONS** — If You have authorized a merchant to bill charges to Your Card on a recurring basis, it is Your responsibility to notify the merchant in the event Your Card is replaced, Your Account information (such as Card number or expiration date) changes, or Your Account is closed. However, if Your Card is replaced or Your Account information changes, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to Your Card. You authorize Us to apply such recurring charges to Your Card until You notify Us that You have revoked authorization for the charges to Your Card.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before Your next payment to a merchant is due. You are responsible for

making direct payment until recurring charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us.

**9. PREAUTHORIZED CHARGES** — We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges.

**10. DEFAULT** — You will be in default if You are more than ten (10) days late in making any minimum payment or other required payment. You will also be in default if You do not comply with the terms of this Agreement and Your failure to comply materially impairs any property You gave as security for this Agreement or Your ability to repay what You owe under this Agreement.

When You are in default and after expiration of any right You have to cure Your default under the applicable state law, the Credit Union has the right to demand immediate payment of Your full Account balance. If immediate payment is demanded, You agree to continue paying finance charges at the periodic rate charged before default, until what You owe has been paid, and any shares that were given as security for Your Account may be applied towards what You owe.

**11. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION** — If You notice the loss or theft of Your credit card or a possible unauthorized use of Your Card, You should write to Us immediately at P. O. Box 1246, Johnston, IA, 50131 or call Us at 515-334-8100 or 866-334-8100, Monday through Saturday during regular business hours.

You will not be liable for any unauthorized use that occurs after You notify Us. You may, however, be liable for unauthorized use that occurs before Your notice to Us. You will have no liability for unauthorized use unless You are found to be fraudulent or negligent in the handling of Your Account or Card. In any case, Your liability for unauthorized transactions will not exceed \$50.

**12. CHANGING OR TERMINATING YOUR ACCOUNT** — As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the Agreement may apply to Your existing account balance as well as to future transactions.

**Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents** - Either You, Your spouse or the Credit Union may terminate this Agreement at any time, but termination by You, Your spouse or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You or Your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

**Residents of all other states** - Either You or the Credit Union may terminate this Agreement at any time, but termination by You or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

**13. AUTHORIZED USERS** — Upon Your request, We may issue additional Cards for authorized users that You designate. You must notify Us in writing of any termination of an authorized user's right to access Your Account. Your notice must include the name of the authorized user and Your Account number and/or any subaccount number issued to the authorized user along with the authorized user's Card and any convenience or other access checks issued to the authorized user. If You cannot return the authorized user's Card or access checks and if You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and a new Card.

**14. CREDIT REPORTS** — You authorize the Credit Union to obtain credit reports and any other information We may need to verify Your identity and use of the Account when opening Your Account and for any update, increase, renewal, extension, collection, or review of Your Account. You authorize the Credit Union to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your credit standing.

**15. JOINT ACCOUNTS** — If this is a joint Account, each of You will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of You individually to repay the entire amount owed under this Agreement. Each of You authorizes the other(s) to make transactions on the Account individually. Any one of You may terminate the Account and the termination will be effective as to all of You.

**16. EFFECT OF AGREEMENT** — This Agreement is the contract which applies to all transactions on Your Account even though the sales, cash advances, credit or other slips You sign or receive may contain different terms.

**17. SEVERABILITY AND FINAL EXPRESSION** — This Agreement is the final expression of the terms and conditions of Your Account. This written Agreement may not be contradicted by evidence of any alleged oral Agreement. Should any

part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

**18. ILLEGAL TRANSACTIONS PROHIBITED** — You agree that You will not use Your Card for any transaction, including any type of electronic gambling transaction through the Internet, that is illegal under applicable federal, state, or local law. Even if You use Your Card for an illegal transaction, You will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

**19. APPLICABLE LAW** — The terms and enforcement of this Agreement shall be governed by federal law and the law of Iowa.

**20. ENFORCING THIS AGREEMENT** — We can delay in enforcing or fail to enforce any of Our rights under this Agreement without losing them.

**21. COLLECTION COSTS** — If We refer collection of Your Account to a lawyer who is not Our salaried employee, You are liable for any reasonable attorney's fees We incur, plus the costs and expenses of any legal action, as further disclosed on this Agreement, or to the extent allowed by law.

**22. ASSIGNMENT** — We may assign any or all of Our rights and obligations under this Agreement to a third party.

**23. CALIFORNIA RESIDENTS** — A married applicant may apply for a separate Account. Applicants: 1) may, after credit approval, use the credit card Account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.

**24. FLORIDA RESIDENTS** — You (borrower) agree that, should We obtain a judgment against You, a portion of Your disposable earnings may be attached or garnished (paid to Us by Your employer), as provided by Florida and Federal law.

**25. MARYLAND RESIDENTS** — To the extent, if any, that Maryland law applies to Your Account, We elect to offer Your Card Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

**26. MISSOURI RESIDENTS** — Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any Agreements We reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between Us, except as We may later agree in writing to modify it.

**27. NEW YORK RESIDENTS** — We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon Your request, You will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services at 800.342.3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov) to obtain a comparative listing of credit card rates, fees and grace periods.

**28. OHIO RESIDENTS** — The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**29. SOUTH DAKOTA RESIDENTS** — If You believe there have been any improprieties in making this loan or in the lender's loan practices, You may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

**30. WISCONSIN RESIDENTS** — If You are married, please contact Us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide Us with the name and address of Your spouse. We are required to inform Your spouse that We have opened an Account for You.

**31. NOTICE TO UTAH BORROWERS** — This written Agreement is a final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.

**32. THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

## Your Billing Rights: Keep this Document for Future Use

This notice tells You about Your rights and Our responsibilities under the Fair Credit Billing Act.

### What To Do If You Find A Mistake On Your Statement

If You think there is an error on Your statement, write to Us at the address listed on Your statement.

In Your letter, give Us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If You think there is an error on Your bill, describe what You believe is wrong and why You believe it is a mistake.

You must contact Us:

- Within 60 days after the error appeared on Your statement.
- At least three business days before an automated payment is scheduled, if You want to stop payment on the amount You think is wrong.

You must notify Us of any potential errors **in writing** or electronically. You may call Us, but if You do We are not required to investigate any potential errors and You may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When We receive Your letter, We must do two things:

1. Within 30 days of receiving Your letter, We must tell You that We received Your letter. We will also tell You if We have already corrected the error.
2. Within 90 days of receiving Your letter, We must either correct the error or explain to You why We believe the bill is correct.

While We investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report You as delinquent on that amount.
- The charge in question may remain on Your statement, and We may continue to charge You interest on that amount.
- While You do not have to pay the amount in question, You are responsible for the remainder of Your balance.
- We can apply any unpaid amount against Your credit limit.

After We finish Our investigation, one of two things will happen:

- **If We made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If We do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send You a statement of the amount You owe and the date payment is due. We may then report You as delinquent if You do not pay the amount We think You owe.

If You receive Our explanation but still believe Your bill is wrong, You must write to Us within **10 days** telling Us that You still refuse to pay. If You do so, We cannot report You as delinquent without also reporting that You are questioning Your bill. We must tell You the name of anyone to whom We reported You as delinquent, and We must let those organizations know when the matter has been settled between Us.

If We do not follow all of the rules above, You do not have to pay the first \$50 of the amount You question even if Your bill is correct.

### Your Rights if You Are Dissatisfied With Your Credit Card Purchases

If You are dissatisfied with the goods or services that You have purchased with Your credit card, and You have tried in good faith to correct the problem with the merchant, You may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in Your home state or within 100 miles of Your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if Your purchase was based on an advertisement We mailed to You, or if We own the company that sold You the goods or services.)
2. You must have used Your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses Your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and You are still dissatisfied with the purchase, contact Us **in writing** or electronically at the address listed on Your statement.

While We investigate, the same rules apply to the disputed amount as discussed above. After We finish Our investigation, We will tell You Our decision. At that point, if We think You owe an amount and You do not pay, We may report You as delinquent.





**Community  
Choice**

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## E-SIGN DISCLOSURE

On the following pages are the New Account Disclosures that Community Choice Credit Union (the "Credit Union") is required by law to provide to you. This E-Sign Disclosure outlines the terms and conditions under which the Credit Union is providing you these New Account Disclosures electronically. By clicking "I agree" on the previous screen, you are acknowledging receipt of these terms and conditions and agreeing to the electronic receipt of these New Account Disclosures.

### **Scope of Consent**

This consent to electronic delivery applies only to the New Account Disclosures provided in connection with your online account opening. The New Account Disclosures includes (as applicable), but is not limited to: Membership and Account Agreement, Electronic Funds Transfer Disclosure, Funds Availability Policy, Schedule of Fees, Privilege Pay Disclosure, Truth in Savings Disclosure and Privacy Policy.

### **Disclosures in Non-Electronic Form**

You have the right to obtain the New Account Disclosures in non-electronic form should you so choose. Consenting to electronic delivery does not preclude you from obtaining the disclosures in non-electronic form in the future. To do so, please visit our website at [www.comchoicecu.org](http://www.comchoicecu.org) or call us at 515-334-8100. There is no fee for you to obtain New Account Disclosures in non-electronic form.

### **Withdrawing Consent to Electronic Delivery**

You may withdraw your consent to electronic delivery at any time without fee or penalty. To do so, please call us at 515-334-8100.

### **Keeping Contact Information Current**

Please keep your contact information up-to-date with the Credit Union. This includes name, address, telephone number and e-mail address. To update any of this information on file with the Credit Union, please call us at 515-334-8100.

### **Hardware and Software Requirements**

To access the New Account Disclosures, you will need to have Adobe Acrobat Reader installed on your personal computer. The New Account Disclosures may be saved and/or printed as a .pdf file.



## 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. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

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. 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, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services.

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

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

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

**2. INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one member who has 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, any security interest or pledge granted by the account owner, and our statutory lien rights.

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

**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 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. 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. 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 any returned item, overdraft, or unpaid amount and for any related fees and 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. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

**5. ACCOUNTS FOR MINORS** - We may 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 amount on such account and for any related fees and charges. 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 except as required by applicable law. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

**6. UNIFORM TRANSFERS TO MINORS ACCOUNT** - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The 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 except as

required by applicable law. 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 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. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

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

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

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

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

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

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

## **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 access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

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

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

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

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

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

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

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

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

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

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

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

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

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

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

**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 the available balance 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 when you have an insufficient available balance in your account 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, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of 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 term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

## 14. OVERDRAFTS

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

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

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

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

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

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

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

For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account. It is important to keep in mind that we check your available balance both at the time the merchant's authorization request is received and again when the transaction settles and posts to your account. If your available balance is insufficient to cover the amount of the merchant's authorization request, we will decline the request. If your available balance is sufficient to cover the merchant's authorization request, the request will be approved, and an authorization hold in the amount of the request will be placed on your account. The transaction will be subsequently processed by the merchant and submitted to us for payment. If the transaction settles and posts to your account at a time when the available balance is insufficient to pay the transaction without causing an overdraft (i.e., posting the transaction results in an available balance of less than \$0), we will charge you a fee for overdrawing your account, even though the available balance in your account was sufficient to cover the transaction at the time it was authorized.

The following example illustrates how this works:

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

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

**c. Understanding Your Account Balance.** Your share and deposit account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at [www.comchoicecu.org](http://www.comchoicecu.org), at an ATM, by visiting a credit union branch or by calling us at 515-334-8100.

**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 draw or 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 months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

## **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 accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union 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.

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

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

**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 and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

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

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

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

**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, in a manner we deem appropriate under the circumstances, of any changes 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 provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

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

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

### **25. STATEMENTS**

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement that shows the 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 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 mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, 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 that are reflected on your statement within 60 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

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

**c. Notice to Credit Union.** You agree that the Credit Union's retention of checks or drafts does not 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.

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

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

**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.

**28. TERMINATION OF ACCOUNT** - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may 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; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

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

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

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

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

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

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

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

**37. CONSENT TO CONTACT** - By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 6163 NW 86th Street, Suite 105 Johnston, IA 50131, via phone at 515-334-8100 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

**38. ARBITRATION AGREEMENT** - You and Community Choice Credit Union (CCCU) agree to attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services we have provided, or will provide, or have offered to provide to you, and/or any aspect of your relationship with CCCU (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org). Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT OR A COMPARABLE COURT OF LIMITED JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).** This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court. This Arbitration Agreement does not apply to: (1) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (2) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.



**a. Selection of Arbitrator.** Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency.

**b. Effective Date.** This Arbitration Agreement is effective when the account is opened.

**c. Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced, if within the continental United States. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. CCCU shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**d. Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**e. Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.



## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

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

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

**a. Visa Check Card.** If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, AllPoint, Shazam, Cirrus networks, and such other machines or facilities as the Credit Union may designate.

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

- Make deposits and withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Check Card transactions may apply:

- You may make 15 Visa Check Card purchases per day.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of \$3,500.00 per day.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may make 15 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$3,500.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

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

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

**b. Health Savings.** If you will be using your Visa® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Visa zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your share draft account. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, AllPoint, Shazam, Cirrus networks, and such other machines or facilities as the Credit Union may designate.

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

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Health Savings transactions may apply:

- You may make 15 Health Savings purchases per day.
- You may purchase up to a maximum of \$3,500.00 per day.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may make 15 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$3,500.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

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

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

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

- Transfer funds from your share, share draft, and money market accounts.
- Obtain balance information for your share, share draft, loan, money market, and certificate accounts.
- Make loan payments from your share, share draft, and money market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

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

The following limitations on Touch Tone Teller transactions may apply:

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

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

**d. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share draft account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and/or share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to

be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.

- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

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

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

- Transfer funds from your share, share draft, and money market accounts.
- Obtain balance information for your share, share draft, loan, money market, and certificate accounts.
- Make loan payments from your share, share draft, and money market accounts.
- Access your Home Equity Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Order Checks.
- Obtain copy of statements.
- Request a loan.
- Request a stop payment.
- Allow export of transaction history to personal finance software.

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

The following limitations on Online Banking transactions may apply:

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

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

- Transfer funds from your share, share draft, and money market accounts.
- Obtain balance information for your share, share draft, money market, and certificate accounts.
- Make loan payments from your share, share draft, and money market accounts.
- Access your Home Equity Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Order Checks.
- Obtain copy of statements.
- Request a loan.
- Request a stop payment.
- Allow export of transaction history to personal finance software.

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

The following limitations on Mobile Banking transactions may apply:

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

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

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

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$10,000.00, if there are sufficient funds in your account.

**2. TRANSFER LIMITATIONS — None.**

**3. CONDITIONS OF EFT SERVICES —**

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

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

**c. Foreign Transactions.**

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

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

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

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

**4. FEES AND CHARGES —** We assess certain fees and charges for EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

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

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

**a. Visa Check Card Fees.**

- \$1.50 charge for ATM withdrawals at machines we do not own (nonproprietary) after six (6) per month.
- Replacement card fee of \$5.00 per card.

- Nonsufficient funds fee of \$10.00 per submission/resubmission of an item.

**b. Health Savings Fees.**

- \$1.50 charge for ATM withdrawals at machines we do not own (nonproprietary) after six (6) per month.
- Replacement card fee of \$5.00 per card.
- Nonsufficient funds fee of \$10.00 per submission/resubmission of an item.
- Balance Inquiry Fee of \$1.00.

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

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

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

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

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

515.334.8100

or write to:

Community Choice Credit Union  
6163 NW 86th Street, Ste # 105  
Johnston, IA 50131  
Fax: 515.276.4464

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

**6. RIGHT TO RECEIVE DOCUMENTATION —**

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

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

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 515.334.8100. This does not apply to transactions occurring outside the United States.

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

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

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

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

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

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

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

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

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

515.334.8100

or write to:

Community Choice Credit Union  
6163 NW 86th Street, Ste # 105  
Johnston, IA 50131  
Fax: 515.276.4464

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

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

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during

the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

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

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

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

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

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

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





## FUNDS AVAILABILITY POLICY DISCLOSURE

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

**1. GENERAL POLICY** -Our policy is to delay the availability of funds from your check and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

**2. DETERMINING THE AVAILABILITY OF A DEPOSIT**- When we delay the availability of a deposit the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before 5:30 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 5:30 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

**3. SAME-DAY AVAILABILITY**- Funds from electronic direct deposits to your account as well as funds from the following deposits will be available on the day we receive the deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on Community Choice Credit Union

**4. SAME-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON** -Funds from the following deposits are available on the same business day we receive your deposit, if you make the deposit in person to one of our employees:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

**5. AVAILABILITY OF OTHER CHECK DEPOSITS** -The first \$225.00 from a deposit of other checks will be available by the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$225.00 of the deposit will be available by Tuesday. The remaining \$475.00 will be available by Wednesday.

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

**7. LONGER DELAYS MAY APPLY** -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 \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

**8. SPECIAL RULES FOR NEW ACCOUNTS**- If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**9. DEPOSITS AT PROPRIETARY ATMS** -Funds from deposits (cash or checks) made at automated teller machines (ATMs) that we own or operate will be available as follows:

- The first \$1,000.00 of the deposit will be available immediately.
- In most cases, the remainder of the deposit will be available on the first business day following the day we receive the deposit. However, in some instances the availability of funds may be delayed until the second business day following the day we receive the deposit.

All ATMs that we own or operate are identified as our machines.

**10. DEPOSITS AT NONPROPRIETARY ATMS** — Funds from deposits (cash or checks) made at automated teller machines (ATMs) that we do not own or operate will be available as follows:

**11.** The first \$1,000.00 of the deposit will be available immediately.

**12.** In most cases, the remainder of the deposit will be available on the second business day following the day we receive the deposit.

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



6163 NW 86th St. #105  
 Johnston, IA 50131  
 Phone (515) 334-8100  
 Fax (515) 334-8150

Rev. 11/18

## FACTS

### WHAT DOES COMMUNITY CHOICE CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- credit card or other debt and credit history
- transaction history and wire transfer instructions

When you are *no longer* our member, we continue to share your information as described in this notice.

#### How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Community Choice Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Community Choice 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 to 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 our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

#### Questions?

Call toll-free (866) 334-8100 or go to [www.comchoicecu.org](http://www.comchoicecu.org)

**What we do**

<p><b>How does Community Choice Credit Union protect my personal information?</b></p>	<p>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.</p>
<p><b>How does Community Choice Credit Union collect my personal information?</b></p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or make a wire transfer</li> <li>▪ apply for financing or give us your contact information</li> <li>▪ show us your driver's license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p><b>Why can't I limit all sharing?</b></p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing.</p>

**Definitions**

<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Community Choice Credit Union does not share with our affiliates.</i></li> </ul>
<p><b>Nonaffiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Community Choice Credit Union does not share with our nonaffiliates so they can market to you.</i></li> </ul>
<p><b>Joint Marketing</b></p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include insurance companies.</i></li> </ul>

**Other important information**

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6163 NW 86th St. #105  
 Johnston, IA 50131  
 Phone (515) 334-8100  
 Fax (515) 334-8150

## SCHEDULE OF FEES

### ACH

Stop Payment ACH	\$20.00*/ea
Originate ACH debit from CCCU	\$2.00/item/mo
NSF honored/returned items	\$10.00/ea

### Checking

Balance checkbook	\$20.00*/hr
Check copy (requested via CCCU)	\$3.00/ea
NSF honored/returned items	\$10.00/ea
Stop Payment per item/block of checks	\$20.00*/ea

### General Services

Account research	\$20.00*/hr
Cashier's check	\$5.00
Check collection	\$25.00/ea
Convenience fee (loan payment by phone/website)	\$5.00
Copy of past statement or 1099	\$5.00/ea
Garnishments/levies	\$25.00
Gift card	\$4.00
Money orders	\$1.00/ea
Paper statement (Member under age 18 or seniors 60+ exempt)	\$2.00/mo
PayBreak	\$25.00/ea
Return deposit item	\$10.00*/ea
Return mail	\$5.00/mo
Subordination agreement (other than CCCU)	\$200.00

### Money Market Account

NSF honored items	\$10.00/ea
Stop Payment per item	\$20.00*/ea

### Online Banking

Account history statement	N/C
Check copy	N/C
Stop payment per item/series	\$20.00*/ea

### Safe Deposit Boxes

3 x 5 x 22	\$25.00/yr
5 x 5 x 22	\$30.00/yr
3 x 10 x 22	\$45.00/yr
5 x 10 x 22	\$55.00/yr
10 x 10 x 22	\$95.00/yr
Lost key	\$25.00
Drill box	(See Branch)

### Savings

Closing account (less than 6 months)	\$20.00
Check cashing (Age 23+ with >\$100 in savings and no other accounts)	\$5.00/ea.
Inactive account fee (Age 21+ with >\$200 in Membership savings with no activity for the prior year)	\$5.00/ea
Overdraft transfer to checking for ACH/draft	\$5.00/ea.

### Visa® Debit Card

ATM balance inquiries	\$1.00/ea
ATM cash withdrawals (6 free)	\$1.50/ea
Copy of sales draft	\$5.00*/ea
Foreign Transaction	1%
Replace lost, stolen or damaged card	\$5.00*/ea
Replace Image (first image free)	\$5.00*/ea
Stop payment	\$20.00*/ea

### Visa® Classic/Platium

Cash advance (whichever is greater)	3% or \$5.00
Foreign Transaction	1%
Balance Transfer	2%
Late Payment	Up to \$29.00
Returned Payment	Up to \$29.00
Sales draft copy	\$5.00/ea
Statement copy	\$5.00/ea
Replace lost, stolen or damaged card	\$5.00*/ea

### Visa® SMART & UNlimited Cash

Cash advance (whichever is greater)	3% or \$5.00
Foreign Transaction	1%
Balance Transfer	2%
Late Payment	Up to \$29.00
Returned Payment	Up to \$29.00
Statement copy	\$5.00/ea
Replace lost, stolen or damaged card	\$5.00*/ea
Rush Delivery	\$30.00

### Visa® Priority Plus

Cash advance (whichever is greater)	3% or \$5.00
Foreign Transaction	N/C
Balance Transfer	2%
Late Payment	Up to \$29.00
Returned Payment	Up to \$29.00
Statement copy	\$5.00/ea
Replace lost, stolen or damaged card	\$5.00*/ea
Rush Delivery	\$30.00

### Wire Transfers

Incoming	\$10.00/ea
Outgoing (domestic)	\$20.00/ea
Outgoing (international)	\$40.00/ea

\*State sales tax is applicable



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## TRUTH -IN-SAVINGS DISCLOSURE

### MEMBERSHIP SHARE (SAVINGS ACCOUNT)

#### **RATE INFORMATION:**

Your dividend rate and annual percentage yield may change. We may change the dividend rate on your account on the first day of each month.

#### **COMPOUNDING AND CREDITING:**

Dividends will be compounded monthly and will be credited monthly. If you close your account before dividends are credited, you will not receive accrued dividends.

#### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open a share account is the purchase of one \$5.00 share in the credit union. An average daily balance of \$5,000.01 must be maintained to earn a dividend.

#### **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 that period. The average daily balance is determined by adding the full amount of principle in the account each day of the period and dividing the figure by the number of days in the period.

#### **ACCRUAL OF DIVIDENDS:**

Dividends will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

#### **FEES AND CHARGES:**

See Schedule of Fees.

#### **NATURE OF DIVIDENDS:**

Dividends will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

#### **PAR VALUE OF SHARES AND DIVIDEND PERIOD:**

The par value of a regular share in this credit union is \$5.00. The dividend period of the credit union is monthly.

#### **NATIONAL CREDIT UNION SHARE INSURANCE FUND:**

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

### KIRBY CLUB ACCOUNT- AGE 12 AND UNDER

#### **RATE INFORMATION:**

Your dividend rate and annual percentage yield may change. We may change the dividend rate on your account on the first day of each month.

#### **COMPOUNDING AND CREDITING:**

Dividends will be compounded monthly and will be credited monthly. If you close your account before dividends are credited, you will not receive accrued dividends.

#### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open this account is \$5.00. An average daily balance of \$5,000.01 must be maintained to earn a dividend.

#### **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 that period. The average daily balance is determined by adding the full amount of principle in the account each day of the period and dividing the figure by the number of days in the period.

#### **ACCRUAL OF DIVIDENDS:**

Dividends will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

#### **FEES AND CHARGES:**

See Schedule of Fees.

#### **NATURE OF DIVIDENDS:**

Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

#### **PAR VALUE OF SHARES AND DIVIDEND PERIOD:**

The par value of a regular share in this credit union is \$5.00. The dividend period of the credit union is monthly.

#### **NATIONAL CREDIT UNION SHARE INSURANCE FUND:**

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

## **SECOND SHARE ACCOUNT · MORTGAGE ACCOUNT · ESCROW ACCOUNT**

### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change. We may change the interest rate on your account monthly.

### **COMPOUNDING AND CREDITING:**

Interest will be compounded monthly and will be credited monthly. Accrued interest will not be paid on a closed account.

### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open this account is \$5.00. An average daily balance of \$5,000.01 must be maintained to earn interest.

### **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 that period. The average daily balance is determined by adding the full amount of principle in the account each day of the period and dividing the figure by the number of days in the period.

### **ACCRUAL OF INTEREST:**

Interest will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

### **FEES AND CHARGES:**

See Schedule of Fees.

### **NATIONAL CREDIT UNION SHARE INSURANCE FUND:**

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

## **HOLIDAY AND VACATION ACCOUNTS**

### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change. We may change the interest rate on your account monthly.

### **COMPOUNDING AND CREDITING:**

Interest will be compounded monthly and will be credited monthly. Accrued interest will not be paid on a closed account.

### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open this account is \$5.00. An average daily balance of \$0.01 must be maintained to earn interest.

### **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 that period. The average daily balance is determined by adding the full amount of principle in the account each day of the period and dividing the figure by the number of days in the period.

### **ACCRUAL OF INTEREST**

Interest will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

### **FEES AND CHARGES:**

See Schedule of Fees.

### **NATIONAL CREDIT UNION SHARE INSURANCE FUND:**

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

## **HEALTH SAVINGS ACCOUNT**

### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change. We may change the interest rate on your account monthly.

### **COMPOUNDING AND CREDITING:**

Interest will be compounded monthly and will be credited monthly. Accrued interest will not be paid on a closed account.

### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open a Health Savings Account is \$20.00. An average daily balance of \$500.00 must be maintained to earn interest.

### **BALANCE COMPUTATION METHOD:**

Interest are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for that period. The average daily balance is determined by adding the full amount of principle in the account each day of the period and dividing the figure by the number of days in the period.

### **ACCRUAL OF INTEREST:**

Interest will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

### **FEES AND CHARGES:**

See Schedule of Fees.

### **NATIONAL CREDIT UNION SHARE INSURANCE FUND:**

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

### **SHARE DRAFT (CHECKING ACCOUNT)**

#### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change. We may change the interest rate on your account monthly.

#### **COMPOUNDING AND CREDITING:**

Interest will be compounded monthly and will be credited monthly. Accrued interest will not be paid on a closed account.

#### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open this account is \$20.00. An average daily balance of \$2,000.00 must be maintained to earn interest.

#### **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 that period. The average daily balance is determined by adding the full amount of principle in the account each day of the period and dividing the figure by the number of days in the period.

#### **ACCRUAL OF INTEREST:**

Interest will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

#### **FEES AND CHARGES:**

See Schedule of Fees.

#### **NATIONAL CREDIT UNION SHARE INSURANCE FUND:**

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

### **TRADITIONAL, ROTH & EDUCATION IRA SHARE ACCOUNTS**

#### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change. We may change the interest rate on your account monthly.

#### **COMPOUNDING AND CREDITING:**

Interest will be compounded monthly and will be credited monthly. Accrued interest will not be paid on a closed account.

#### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open this account is \$25.00. An average daily balance of \$0.01 must be maintained to earn interest.

#### **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 that period. The average daily balance is determined by adding the full amount of principle in the account each day of the period and dividing the figure by the number of days in the period.

#### **ACCRUAL OF INTEREST:**

Interest will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

#### **FEES AND CHARGES:**

See Schedule of Fees.

#### **TRANSACTION LIMITATIONS:**

See IRA custodial agreement.

#### **NATIONAL CREDIT UNION SHARE INSURANCE FUND:**

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

### **FUND SHARE ACCOUNT**

#### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open this account is \$5.00. An average daily balance of \$500.00 must be maintained to earn a dividend.

#### **FEES AND CHARGES:**

See Schedule of Fees.

#### **NATIONAL CREDIT UNION SHARE INSURANCE FUND:**

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

### **FUND SHARE DRAFT (CHECKING ACCOUNT)**

#### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open this account is \$20.00

#### **FEES AND CHARGES:**

See Schedule of Fees.

#### **NATIONAL CREDIT UNION SHARE INSURANCE FUND:**

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



## **PREMIUM MONEY MARKET ACCOUNT**

### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change. We may change the interest rate on your account on the first day of each month.

### **COMPOUNDING AND CREDITING:**

Interest will be compounded monthly and will be credited monthly. If you close your account before interest is credited, you will not receive accrued interest.

### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open a Premium Money Market Account is \$150,000. An average daily balance of \$10,000 must be maintained to earn interest.

### **BALANCE COMPUTATION METHOD:**

Interest is calculated using 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 the figure by the number of days in the period.

### **ACCRUAL OF INTEREST:**

Interest will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

### **FEES AND CHARGES:**

See Schedule of Fees.

### **TRANSACTION LIMITATIONS:**

The minimum withdrawal amount for this account is \$250. This includes in-person withdrawals, transfers to another deposit account you maintain with us and transfers made payable to a third-party. We reserve the right, at any time, to require seven days advance written notice of your intent to make a withdrawal from your Premium Money Market Account.

## **ULTRA MONEY MARKET ACCOUNT**

### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change. We may change the interest rate on your account on the first day of each month.

### **COMPOUNDING AND CREDITING:**

Interest will be compounded monthly and will be credited monthly. If you close your account before interest is credited, you will not receive accrued interest.

### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open a Money Market Account is \$19,530.00. An average daily balance of \$19,530.00 must be maintained to earn interest.

### **BALANCE COMPUTATION METHOD:**

Interest is calculated using 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 the figure by the number of days in the period.

### **ACCRUAL OF INTEREST:**

Interest will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

### **FEES AND CHARGES:**

See Schedule of Fees.

### **TRANSACTION LIMITATIONS:**

The minimum withdrawal amount for this account is \$250. This includes in-person withdrawals, transfers to another deposit account you maintain with us and transfers made payable to a third-party. We reserve the right, at any time, to require seven days advance written notice of your intent to make a withdrawal from your Money Market Account.

## **MONEY MARKET ACCOUNT**

### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change. We may change the interest rate on your account on the first day of each month.

### **COMPOUNDING AND CREDITING:**

Interest will be compounded monthly and will be credited monthly. If you close your account before interest is credited, you will not receive accrued interest.

### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open a Money Market Account is \$10,000. An average daily balance of \$10,000 must be maintained to earn interest.

### **BALANCE COMPUTATION METHOD:**

Interest is calculated using 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 the figure by the number of days in the period.

### **ACCRUAL OF INTEREST:**

Interest will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

### **FEES AND CHARGES:**

See Schedule of Fees.

### **TRANSACTION LIMITATIONS:**

The minimum withdrawal amount for this account is \$250. This includes in-person withdrawals, transfers to another deposit account you maintain with us and transfers made payable to a third-party. We reserve the right, at any time, to require seven days advance written notice of your intent to make a withdrawal from your Money Market Account.

## **EXCLUSIVE MONEY MARKET ACCOUNT**

### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change. We may change the interest rate on your account on the first day of each month.

### **COMPOUNDING AND CREDITING:**

Interest will be compounded monthly and will be credited monthly. If you close your account before interest is credited, you will not receive accrued interest.

### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open a Money Market Account is \$19,530.00. An average daily balance of \$19,530.00 must be maintained to earn interest.

### **BALANCE COMPUTATION METHOD:**

Interest is calculated using 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 the figure by the number of days in the period.

### **ACCRUAL OF INTEREST:**

Interest will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

### **FEES AND CHARGES:**

See Schedule of Fees.

### **TRANSACTION LIMITATIONS:**

The minimum withdrawal amount for this account is \$250. This includes in-person withdrawals, transfers to another deposit account you maintain with us and transfers made payable to a third-party. We reserve the right, at any time, to require seven days advance written notice of your intent to make a withdrawal from your Money Market Account.

## **MINI MONEY MARKET ACCOUNT**

### **RATE INFORMATION:**

Your interest rate and annual percentage yield may change. We may change the interest rate on your account on the first day of each month.

### **COMPOUNDING AND CREDITING:**

Interest will be compounded monthly and will be credited monthly. If you close your account before interest is credited, you will not receive accrued interest.

### **MINIMUM BALANCE REQUIREMENTS:**

The minimum balance required to open a Money Market Account is \$3,000. An average daily balance of \$3,000 must be maintained to earn interest.

### **BALANCE COMPUTATION METHOD:**

Interest is calculated using 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 the figure by the number of days in the period.

### **ACCRUAL OF INTEREST:**

Interest will begin to accrue on the business day you deposit cash and non-cash items (for example, checks) to your account.

### **FEES AND CHARGES:**

See Schedule of Fees.

### **TRANSACTION LIMITATIONS:**

The minimum withdrawal amount for this account is \$250. This includes in-person withdrawals, transfers to another deposit account you maintain with us and transfers made payable to a third-party. We reserve the right, at any time, to require seven days advance written notice of your intent to make a withdrawal from your Money Market Account.



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## TERMS OF ACCOUNTS

(APY) = Annual Percentage Yield

The terms offered at Community Choice Credit Union are provided below

Account Type	Interest / Dividend Information			Balance Requirements			
	(APY) / Interest - Dividend Rate	Interest/Dividends Compounded	Interest/Dividends Credited	Minimum Opening Deposit	Minimum Balance Required	Minimum Balance to Earn the Stated (APY)	Balance Method
Primary Share Savings	.00% / .00% \$0 to \$5,000 .05% / .05% <b>\$5,000.01 to \$10,000</b> .05% - .14% / .15% \$10,000.01 to \$100,000 .14% - .15% / .15% <b>+\$100,000.01</b>	Monthly	Monthly	\$5.00	\$5.00	\$5,000.01	Average Daily Balance
Second Share Savings	.00% / .00% \$0 to \$5,000 .05% / .05% <b>\$5,000.01 to \$10,000</b> .05% - .15% / .15% \$10,000.01 +	Monthly	Monthly	\$5.00	\$0.00	\$5,000.01	Average Daily Balance
Vacation / Holiday Savings	.05% / .05%	Monthly	Monthly	\$5.00	\$0.00	\$0.01	Average Daily Balance
Kirby Kangaroo Club	.00% / .00% \$0 to \$5,000 .05% / .05% <b>\$5,000.01 to \$10,000</b> .05% - .14% / .15% \$10,000.01 to \$100,000 .14% - .15% / .15% <b>+\$100,000.01</b>	Monthly	Monthly	\$5.00	\$0.00	\$5,000.01	Average Daily Balance
IRA Share Savings	.20% / .20%	Monthly	Monthly	\$25.00	\$0.00	\$0.01	Average Daily Balance
Health Savings Account (HSA)	.00% / .00% \$0 to \$500 .10% / .10% <b>\$500 +</b>	Monthly	Monthly	\$20.00	\$0.00	\$500.01	Average Daily Balance
Fund Share Savings	0.00%	Monthly	Monthly	\$5.00	\$5.00	N/A	Average Daily Balance
Regular Checking	0.00%	Monthly	Monthly	\$20.00	\$0.00	N/A	Average Daily Balance
Fund Checking	0.00%	Monthly	Monthly	\$20.00	\$0.00	N/A	Average Daily Balance
Premium Money Market	.00% / .00% \$0 to \$9,999.99 .35% / .35% <b>\$10,000 to \$149,999.99</b> 1.31% / 1.30% \$150,000 to \$250,000 <b>1.51% / 1.50%</b> <b>\$250,000.01 to \$500,000</b> 1.61% / 1.60% \$500,000.01 +	Monthly	Monthly	\$150,000.00	\$0.00	\$10,000.00	Average Daily Balance
Money Market	.00% / .00% \$0 to \$9,999.99 .40% / .40% <b>\$10,000 to \$25,000</b> .45% / .45% \$25,000.01 to \$50,000 .50% / .50% <b>\$50,000.01 to \$100,000</b> .55% / .55% \$100,000.01 to \$150,000 <b>.65% / .65%</b> <b>\$150,000.01 +</b>	Monthly	Monthly	\$10,000.00	\$0.00	\$10,000.00	Average Daily Balance
Ultra & Exclusive Money Market	.00% / .00% \$0 to \$19,529.99 <b>1.60% / 1.59%</b> <b>\$19,530 to \$49,530</b> 1.70% / 1.69% \$49,530.01 to \$99,530 <b>1.85% / 1.83%</b> <b>\$99,530.01 to \$149,530</b> 1.90% / 1.88% \$149,530.01 to \$249,530 <b>2.05% / 2.03%</b> <b>\$249,530.01 to \$499,530</b> 2.25% / 2.23% \$499,530.01 to \$949,530 <b>2.45% / 2.42%</b> <b>\$949,530.01 to \$1,953,000</b> 2.50% / 2.47% \$1,953,000.01+	Monthly	Monthly	\$19,530.00	\$0.00	\$19,530.00	Average Daily Balance
Mini Money Market	.00% / .00% \$0 to \$2,999.99 .30% / .30% <b>\$3,000 to \$5,000</b> .35% / .35% \$5,000.01	Monthly	Monthly	\$3,000.00	\$0.00	\$3,000.00	Average Daily Balance



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## PRIVILEGE PAY DISCLOSURE

Privilege Pay saves you the expense of a check or ACH transaction being returned in the event of a balancing error. Under certain conditions, even if your account has insufficient funds we may honor checks and ACH transactions to help you avoid service fees and/or late payment charges.

### TERMS AND CONDITIONS

Privilege Pay is only available for share drafts (checks) and ACH transactions that overdraw your account. Privilege Pay cannot be used to honor ATM or other debit card transactions that overdraw your account.

An item paid under Privilege Pay will incur the credit union's standard NSF fee. (See Schedule of Fees) There is no maximum number of NSF fees that may be assessed daily. The amount of any overdraft plus associated NSF charges shall be due and payable upon demand. Joint account owners are jointly and severally liable for all overdrafts and associated NSF charges. You must bring your account to a positive balance at least once every thirty (30) days to continue to utilize Privilege Pay. We may recommend a limited installment loan repayment plan for members in good standing who are not able to cover their overdrafts within thirty (30) days.

New and existing eligible consumer checking accounts will be assigned a Privilege Pay limit as identified below:

- \$0 limit for members with no credit score or a credit score of 499 or lower and/or members under the age of 18
- \$300 limit for members with a credit score between 500-599
- \$500 limit for members with a credit score between 600-649
- \$700 limit for members with a credit score between 650-699
- \$1,000 limit for members with a credit score of 700 and above
- \$3,500+ For business members with an account in good standing. Management will approve on a case by case basis.

Privilege Pay is suspended if you:

- Have any loan, line of credit, credit card or other debt obligation payable to the credit union that is past due 30 days;
- Have any deposit account that is overdrawn for 30 consecutive days; or
- Have an account with the credit union subject to any legal or administrative order or levy.

The Privilege Pay service does not constitute an actual or implied agreement between you and the credit union. Nor does it constitute an actual or implied obligation of or by the credit union. This service represents a courtesy or privilege that the credit union may provide to you from time to time and which may be withdrawn or withheld by the credit union at any time without prior notice, reason or cause. The credit union may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you.

Members who do not wish to utilize Privilege Pay may opt-out.