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# Account Agreement and Disclosures



**MEMBERSHIP AND  
ACCOUNT AGREEMENT  
ELECTRONIC FUNDS TRANSFER  
FUNDS AVAILABILITY POLICY  
WIRE TRANSFER  
TRUTH-IN-SAVINGS  
OVERDRAFT AND COURTESY PAY**

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This Account Agreement and Disclosures booklet supersedes all previous versions of Alliant Credit Union's account agreement and disclosures booklet. This Disclosure may change from time to time. Please visit [alliantcreditunion.org](http://alliantcreditunion.org) for the most current version.

# **MEMBERSHIP AND ACCOUNT AGREEMENT**

In this Agreement, the words “you” and “yours” mean anyone who signs a Membership Enrollment Agreement. The words “we”, “us”, and “our” mean Alliant Credit Union. The word “account” means any one or more share or other accounts you have with Alliant.

This Agreement covers both your and our rights and responsibilities concerning accounts Alliant Credit Union (“Alliant”) offers. Your account type(s) and ownership features are designated on your Membership Enrollment Agreement. By signing a Membership Enrollment Agreement, each of you, jointly and separately, agree to the terms and conditions in this Account Agreement and Disclosures Booklet, the Membership Enrollment Agreement, the Funds Availability Policy Disclosure, the Truth-In-Savings Disclosure, Fee Schedule, Privacy Notice, Remote and Electronic Deposit Services Agreement and any amendments to these documents from time to time that collectively govern your Membership and Accounts.

## **1. MEMBERSHIP ELIGIBILITY**

To join Alliant you must meet the membership requirements, including the purchase and maintenance of at least one share (“membership share”) and maintain the required minimum balance. You authorize us to check your account, credit, and employment history, and obtain information from third parties, including consumer reporting agencies and credit reporting agencies, to obtain copies of your consumer and credit reports to verify your eligibility for the accounts and services you request.

## **2. ACCOUNTS**

### **2a. INDIVIDUAL PARTY ACCOUNTS**

An individual party account is an account owned by one member (“individual”) qualified for Alliant membership. Should the individual pass away, any money in the account passes per Section 26 of this Agreement. Transactions on the account occurring after the individual has passed away are governed by Section 26.

### **2b. BUSINESS ACCOUNTS**

Alliant may offer commercial loans that require the opening of a savings account to establish Alliant membership. Alliant does not offer deposit accounts (Savings, Checking, Certificates) for business purposes. We reserve the right to close your account if we determine that it is used for business purposes (meaning that the account is not used primarily for personal, family, or household purposes). Your account may be considered a business account if, among other reasons, it fits into one or more of the following examples: your account has a business name (including references to LLC and/or DBA); deposits reference a business name; deposits include credit card deposits payments; your account has over 100 withdrawals per month; deposits regularly contain over \$2,500 in cash; or your account has over 10 deposits per month. Accounts found to provide services related to “Money Service Businesses”, “Internet Gambling Businesses” and “Marijuana Dispensary Businesses” are subject to immediate closure.

### **2c. ACCOUNTS IN THE NAME OF A TRUST**

An account in the Name of a Trust is an account established in the Name of a Trust created by the grantor(s) outside of Alliant and governed by a separate agreement. The trustee(s) of the Trust has (have) access to the funds in the account. To establish an account in the name of a Trust, the grantor(s) or trustee(s) must meet eligibility requirements set forth in the Agreement and keep a minimum of \$1.00 on deposit in the Trust savings account.

As a Trust is a named entity, Trust Accounts have certain limitations. Trust Accounts are not eligible for debit cards, credit cards, consumer or mortgage loans. Owners of a Trust Account may open a separate Individual Party Account to be eligible for these other products in their individual name.

## 2d. ORGANIZATION ACCOUNTS

Membership is restricted to not-for-profit organizations, societies, associations, or clubs of which the majority of the members are eligible for Alliant Credit Union membership. Alliant reserves the right to deny organizational membership, and it will be limited to a regular savings and checking account with a minimum balance of \$50,000. Alliant reserves the right to close any Organizational Account if the balance falls below \$50,000.

## 2e. JOINT OWNER ACCOUNTS

An account owned by two or more parties is a jointly owned account.

- a) Rights of Survivorship. Unless otherwise stated on the Membership Enrollment Agreement, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to the Alliant 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 Jointly Owned Accounts. Any owner is authorized to and deemed to act for any other owner(s) and may instruct Alliant regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all but \$5.00 of the funds in the primary savings account, request stop payment(s) on items, transfer, or pledge to us all or any part of the shares 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 to act.

The following account activities are expressly prohibited for joint owners of share accounts (with the exception of minor accounts). Joint owners may not:

- Initiate, modify, or delete passwords or access codes.
  - Reset online banking password or automated phone banking PIN.
  - Access savings or overdraft protection through the Visa® debit card or Savings ATM card without the primary account owner's approval and authorization unless the primary owner is a minor.
  - Remove primary owner.
  - Update primary owner's personal information.
  - Open an IRA, share certificate, supplemental savings or checking account. (Joint owners may open such accounts of their own where they are the primary account member owner.)
- c) Joint Owner Accounts and Owner Liability. If a deposited item in a jointly owned account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and separately, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the jointly owned account regardless of who contributed them.

## 2f. BENEFICIARY ACCOUNTS

Any account established with beneficiaries at Alliant is considered a revocable trust account and is an instruction to Alliant that such single or jointly owned account funds so designated are payable to the owner(s) during their lifetimes and, when the last account owner dies, payable to any named and surviving beneficiary(ies).

Beneficiaries have no ownership rights or interest in the account. Beneficiaries will be paid upon the receipt of required documentation. If percentages are not indicated for each beneficiary, accounts payable

to more than one surviving beneficiary are owned equally by such beneficiaries without rights of survivorship. The share of any beneficiary who predeceases the account owner will be split equally among the remaining living beneficiary(ies).

Beneficiaries may not be added to a checking account. Any beneficiary designation shall not apply to Individual Retirement Accounts (IRA) which are governed by a separate beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

## **2g. ACCOUNTS FOR MINORS AND COVERDELL EDUCATION SAVINGS ACCOUNTS (ESA)**

We require any account established by a minor to be a jointly owned account with an Alliant member who is either the minor's parent, grandparent, or legal guardian, has reached the age of majority under state law and who shall be jointly and separately liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless the minor's parent, grandparent, or legal guardian is an account owner, this individual shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.

As of December 5 2018, Alliant no longer offers new Coverdell ESA accounts. Members who have existing Coverdell ESAs may continue these accounts and add funds to the savings account as permitted by law. However, members are prevented from opening new or renewing existing Coverdell ESA Certificates upon maturity. Funds for existing Coverdell ESA Certificate(s) will be transferred to the member's Coverdell ESA Savings account upon maturity.

## **2h. UNIFORM TRANSFERS TO MINORS ACT ACCOUNT (UTMA)**

An account created under the Uniform Transfers to Minors Act (UTMA) is an individual account created by a custodian and/or donor who deposits funds as an irrevocable gift to a minor. The account is established under the Illinois Uniform Transfers to Minors Act. The minor is the owner of the property in the account. The custodian acts for the minor, has possession and control of the account for the exclusive right and benefit of the minor, and is the only party entitled to transact business on the account until the minor attains age 21, unless otherwise dictated by law. In the event of the death of the minor, the custodial relationship is terminated and the funds are distributed according to the minor's estate. Alliant has no duty to inquire about the use or purpose of any transaction. If the custodian dies, resigns, or is ineligible to serve and a successor custodian is not named, we will suspend the account until a successor custodian is named or we receive a court order regarding the account.

## **2i. TEEN CHECKING ACCOUNTS**

Alliant's standard checking accounts are available to members age 18 or older. Members between the ages of 13 and 17 are eligible for a Teen Checking account that requires the minor's parent, grandparent or legal guardian as a joint account owner. The parent, grandparent, or legal guardian must already be a member of Alliant before opening a Teen Checking account. The joint owner on teen checking accounts will serve as the primary account contact, and shall receive all statements and notices. Alliant Teen Checking accounts are full-service checking accounts; however, the following limitations or differences from standard checking accounts apply:

- Only the joint owner may initiate and terminate Overdraft Protection;
- Courtesy Pay is not available.
- Only the joint owner may reorder checks; checks must include both the primary teen owner and the joint owner's names.
- No beneficiaries may be designated.

- The joint owner can dispute a statement or transaction error (see the Electronic Funds Transfer Agreement and Disclosure in this document for more information on error resolution).

### 3. 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 Alliant voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent. The accountholder assumes the risk in granting an agency designation.

### 4. DEPOSIT OF FUNDS REQUIREMENTS

Alliant is a digital credit union that relies primarily on electronic movement of funds into and out of the credit union. Funds may be deposited to Alliant accounts electronically via Mobile Deposit using the Alliant Mobile Banking App, electronic transfer from another Alliant bank account or from an external linked financial institution via ACH or wire transfers, or by mail. Alliant also participates in ATM networks that may offer deposit-taking service.

- Cash Deposits. Alliant offers very limited ability to make cash deposits via some non-Alliant-owned ATMs. Alliant does not control the availability of cash deposits at the non-Alliant-owned ATMs. **PLEASE DO NOT MAIL CASH TO ALLIANT. Alliant does not accept cash deposits via mail and will not process mailed cash deposits.** If we receive a cash deposit, we will return it to your address on file.
- Endorsements. We may accept transfers, checks, 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 accept checks missing endorsements of any owners if we choose. If a check 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 or item as though it is payable to either person. Checks payable to a deceased member will not be accepted. If an insurance, government, or other check requires an endorsement as set forth on the back of the check, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check within 1-1/2 inches from 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.
- Electronic Deposit Restricted Endorsement. For checks deposited using Mobile Deposit, members must use a “restricted endorsement” signifying a mobile deposit. Members must sign their name and add “Alliant CU Mobile Deposit Only” immediately below the signature line. Checks deposited electronically that do not include a restricted endorsement may not be accepted for deposit. Once a check has been deposited and accepted electronically, it may not be deposited to another financial institution. Mobile deposits that do not bear a restricted endorsement and are later deposited at another institution will be returned.
- 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. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

- e. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account as set forth in the Fee Schedule. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
- f. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. Direct deposit refers only to ACH credits (and not, for example, debit card credits). You must authorize each direct deposit or preauthorized transfer by filling out a Direct Deposit Form that is available in Alliant Online Banking. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization, we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
- g. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either Federal holidays or weekends will be credited to your account on the next business day. Refer to Funds Availability section for additional information.
- h. Mobile Deposits. Refer to the Remote and Electronic Deposit Services Agreement for important information about mobile deposits.

## 5. ACCOUNT ACCESS

- a. Authorized Signature. Your written or electronic signature on the Membership Enrollment Agreement 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 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 number even if you do not authorize a particular transaction.
- b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine (ATM), through online or mobile banking, by mail, automatic transfer, or telephone, as applicable). We may return as unpaid any check drawn on a form we do not provide, and you are responsible for any loss we incur in handling such a check. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.
- c. ACH & Wire Transfers. If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. ACH transfers move money between financial institutions in a batch process that may take 2 to 3 business days to clear; whereas wire transfers made by the daily cutoff time typically clear the same day. Cutoff times are posted within Alliant Online Banking or you may contact us by phone to learn the cutoff times.

Alliant does not control the posting from the receiving financial institution for either ACH or wire transfers. Posting may occur multiple times throughout any given business day. You agree that if funds are posted to your account through an ACH or wire transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement or can be viewed via Alliant Online Banking or in the Alliant Mobile Banking App.

If you initiate an ACH or wire transfer either through Alliant or another financial institution and do not apply the correct account information,



the transaction may be returned. Alliant is not required to investigate and correct an account number. There may be fees associated with any returned items or if we have to manually post an item as per the Fee Schedule.

When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and account or identifying number. Alliant (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. (See the Wire Transfer Request Agreement and Disclosure in this document for more information.)

- d. Credit Union Examination. We may disregard information on any check, other than the signature of the drawer, the amount, the endorsement and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
- e. Limitation of Access. We may limit services and/or access to your accounts, including through Alliant Online Banking and Mobile Banking, if your account is not in good standing. Examples of accounts not in good standing include but are not limited to: you are delinquent on a loan, your account has a negative balance, you have overdrawn your account repeatedly, you have not supplied requested documentation or we if we suspect fraudulent or non-authorized activity. We may also limit services and/or access to your accounts for abusive or harassing behavior or offensive language toward Alliant staff.

## **6. DEPOSIT ACCOUNT RATES AND FEES**

We continually monitor market and business conditions and, at our sole discretion, may change the interest rate on your account at any time without notice or limit. Interest rates for all deposit products are posted on [www.alliantcreditunion.org](http://www.alliantcreditunion.org).

Rates for savings accounts and interest-earning checking accounts may change at any time, at Alliant's discretion. Rates for certificates may change on a daily basis but are fixed once the certificate is purchased for the term of the certificate. Alliant may offer different rates based on different balance tiers and may change the balance tiers at any time at our discretion.

We assess fees against your account as set forth in the Fee Schedule. We may change the Fee Schedule at any time and will notify you as required by law.

## **7. TRANSACTION LIMITATIONS**

- a. Withdrawal Restrictions. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered Alliant 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; (5) you fail to repay an Alliant loan on time.
- b. Transfer Limitations. For all types of savings accounts that are eligible for preauthorized, automatic, telephonic, electronic or audio response transfers, you may make transactions, subject to limitations on the amount, to an account at another financial institution or to a third party during any calendar month.

Alliant limits the amount of money that may be transferred daily and monthly between Alliant and other financial institutions. Limits for new accounts are more restrictive than longer-tenured accounts. You will

be notified of your limits at the time of your transfer request. Alliant may change these limits at any time by giving you notice as required by law.

## 8. POSTDATED AND STALEDATED CHECKS

We may pay any check without regard to its date. You agree not to deposit checks or other items before they are properly payable. We are not obligated to pay any check drawn on your account that is presented more than six months past its date.

## 9. STOP PAYMENT ORDERS

Federal law provides certain protections for automatic payments (for ACH and recurring debit card payments), including your right to stop a company from taking automatic payments from your account, even if you previously allowed them. State law provides certain protections for check stop payments.

- a. Definitions. A stop payment order is a request made to a financial institution to cancel a check, ACH payment, or recurring debit card transaction that has not yet been processed. A stop payment order is issued by the account holder and can only be enacted if payment has not already been processed by the recipient.
  - b. Stop Payment Order Request. Stop payment orders will be effective if Alliant receives the order in time for Alliant to act upon the order. If a stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the transaction. Contact Alliant if you place a stop payment order and later want to cancel the order.
- **Check Stop Payment Orders:** Call Alliant or use online banking to request the stop payment order. For phone requests, Alliant requires you to confirm the stop payment in writing, which should be provided to Alliant within 14 days of your phone request and should be retained for your records. The phone request for a stop payment order expires if your written confirmation is not received within 14 days. Stop payment requests may also be presented in writing, in which case they must be dated, signed, and include the full account number and check number and the exact amount. If you give us incorrect, untimely or incomplete information, we will not be responsible for failing to stop payment on the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to: sign a statement describing the dispute with the payee; transfer to us all of your rights against the payee or other holders of the check; and assist us in any legal action. Note that stop payment orders will only be placed on certified check, cashier's check, or any other check or payment guaranteed by Alliant ("Official Checks") that are lost, destroyed, or stolen. Otherwise, you may not stop payment on any Official Check.

Although payment of an item may be stopped, you may remain liable to any item holder, including Alliant. **You agree to indemnify and hold Alliant harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.**

- **ACH Stop Payment Orders:** In order to stop the scheduled payment, you will need to provide Alliant with a stop payment order at least three (3) business days before the payment is scheduled. You can give the order over the phone or in writing. Call Alliant to request the stop payment order. You have the option to stop all future payments (i.e., indefinite), the next payment only, or a series of payments (i.e., multiple). Alternatively, at your option, you may also stop the ACH payment by contacting the other institution.

- Recurring Debit Card Stop Payment Orders: In order to stop the next scheduled payment, you will need to provide Alliant with a stop payment order at least three (3) business days before the payment is scheduled. You can give the order over the phone or in writing. Call Alliant or use online banking (by filing a dispute) to request the stop payment order. Alternatively, at your option, you may also stop the recurring debit card transaction(s) by contacting the merchant.
  - Online Bill Pay Stop Payment Orders: Please refer to Alliant's Bill Pay agreement for information governing your bill pay service.
- c. Duration of Order. The duration of stop payment orders is as follows:
- Check Stop Payment Orders:
    - Multiple and indefinite stop payment orders for checks are effective for six months from the date of the request (14 days for oral orders that are not confirmed in writing).
    - Single stop payment orders for checks are effective for up to 6 months (14 days for oral orders that are not confirmed in writing), but lapse after the payment is presented and returned and are not effective for the remainder of the six months (e.g., if you place a single stop payment order, and the payment is presented during the six-month period from the date of the call, we will return the payment and the stop will no longer be valid). We do not have to notify you when single, multiple or indefinite stop payment orders expire. You may renew a stop payment in writing, through our automated phone banking service, or via online banking service.
  - ACH Stop Payment Orders:
    - Single stop payment orders for ACH preauthorized electronic fund transfers are effective for up to six months from the date of the request but single stop payments lapse after the payment is presented and returned and are not effective for the remainder of the six months (e.g., if you place a single stop payment order, and the payment is presented during the six-month period from the date of the call, we will return the payment and the stop will no longer be valid).
    - Multiple stop payment orders for ACH preauthorized electronic fund transfers are effective for six months from the date of the request. Indefinite stop payment orders for ACH preauthorized electronic fund transfers are effective indefinitely at the time of the request. We do not have to notify you when single, multiple or indefinite stop payment orders expire. You may renew a stop payment in writing, through our automated phone banking service, or via our online banking service.
  - Recurring Debit Card Stop Payment Orders:
    - Multiple and indefinite stop payment orders for debit card preauthorized electronic fund transfers are effective for thirteen months from the date of the request (14 days for oral orders that are not confirmed in writing).
    - Single stop payment orders are not permitted for debit card electronic fund transfers.
    - We do not have to notify you when multiple or indefinite stop payment orders expire.

**STOP ALLIANT LOAN PAYMENTS FROM A DEPOSIT ACCOUNT AT ANOTHER FINANCIAL INSTITUTION:** When you authorize Alliant to pay your Alliant loan by preauthorized ACH debit from another financial institution, and you wish to stop the payment, you can:

- Complete an ACH revocation request at least 3 business days before the date the payment is to be debited;
- Complete a new monthly ACH authorization to switch depository institutions from where the loan payment will originate allowing at least 2 business days for processing; or

- Skip the upcoming payment (e.g., financial hardship), and Alliant will advance the next due date by 1 month, one time for the life of the loan (requires approval). Arrangements need to be finalized at least 5 business days before the payment is to be debited.

## **10. CHECK 21 AND SUBSTITUTE CHECKS**

### **What is a substitute check?**

A substitute check is a legal equivalent of your original check that may be created at any point during payment processing. It offers the same protection to you as the original paper check. A substitute check is a legal equivalent represented as a high-quality paper reproduction with a slightly reduced image of the front and back of the original check that includes all endorsements. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions. A simple photocopy (image of a check) or 'converted check' (paper checks that get converted into electronic checks by businesses you write checks to) are not considered substitute checks under Check 21 and cannot be used to move funds from one bank to another. You may use a substitute check as proof of payment just like the original check.

### **Your rights regarding substitute checks.**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (e.g., if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (e.g., returned check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How to make a claim for a refund.**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 800-328-1935 or mail to 11545 W. Touhy Ave. Chicago, IL 60666. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

### **Your claim must include:**

- A description of why you have suffered a loss (e.g., you think that the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: check number, payee's name, amount of the check.

### **11. ALLIANT LIABILITY**

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, Clearinghouse rules, and general banking 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 between what you or our employees may say or write will be resolved by reference to this Agreement.

### **12. ALLIANT LIEN AND SECURITY INTEREST**

If applicable, and if you owe us any money as a borrower, guarantor, endorser or otherwise, we may place a statutory lien on any account in which you have an ownership interest, including accounts on which you are a **joint owner**, regardless of their source. This provision does not include Individual Retirement Accounts (IRAs) or any other account that is prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant Alliant a consensual security interest in all of your Alliant accounts, including accounts on which you are a **joint owner**, regardless of their source, and obligations secured by property for the purpose of paying any debt or amount now or hereafter owed Alliant unless prohibited by applicable law. Such a security interest may be used to pay for any debt or amount owed to Alliant. All accounts are non-assignable and non-transferable to third parties.

### **13. ARBITRATION AGREEMENT**

If any legal action is brought against your account, we may pay out funds according to the terms of the action or court order, or refuse any payout until the dispute is resolved. 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. If you have a dispute, we want to resolve it as quickly and easily as possible. Please contact us to discuss your concerns. If we are unable to informally resolve your dispute, you agree that it shall be resolved in arbitration. You or Alliant can initiate the arbitration as described in this section.

#### **What is Arbitration?**

Arbitration means an impartial third party will hear the dispute between Alliant and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A "dispute" is any unresolved disagreement between Alliant and you. A "dispute" shall also include a disagreement about this Arbitration Agreement's meaning, application, or enforcement and whether arbitration applies to a dispute. However, a dispute does not include the interpretation, validity and enforceability of the class action waiver set forth below. Disputes regarding

the interpretation, validity and enforceability of the class action waiver shall be decided by a court. This Arbitration Agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

**ARBITRATION** – Unless prohibited by law, you and the Credit Union agree that any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims") that are threatened, made, filed or initiated after the Effective Date (defined below) of these Arbitration and Waiver of Class Action provisions (collectively, "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") or Judicial Arbitration and Mediation Services ("JAMS") 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 or JAMS website free of charge at [www.adr.org](http://www.adr.org) or [jamsadr.com](http://jamsadr.com); or, a copy of the Rules can be obtained from the Credit Union upon request.

Neither party shall be entitled to demand the arbitration of an action filed in small claims court (or an equivalent court in the state in which the member resides), for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is brought, transferred, removed or appealed to a different court, such claim shall be subject to arbitration pursuant to this Arbitration Agreement. 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. The Claims shall be resolved by a single arbitrator appointed by the AAA or JAMS. The arbitrator shall be an attorney or retired judge with experience and knowledge regarding financial institutions and transactions. We will advance and/or pay, as applicable, the fees and costs of the arbitration pursuant to this Agreement (i) if applicable law requires us to, (ii) if you prevail in the arbitration, or (iii) if we must advance such fees and costs in order for this arbitration provision to be enforced, subject to the arbitrator's award, if any, of arbitration fees and costs to the prevailing party. Each party will pay for its own attorney fees and costs, if any, for prosecuting and defending claims, except that the arbitrator may award the prevailing party its reasonable attorney fees and costs, including expert witness fees if provided for by contract or by law.

The arbitration hearing shall be conducted at a location within fifty miles of your residence (if in the United States) at the time the arbitration is initiated. If your residence is outside of the United States, the arbitration hearing will occur electronically. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator, and the commencement of an arbitration under this Arbitration Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be required to follow the law in rendering the arbitration award. The arbitrator's decision shall be final and binding and may be entered as a judgment in any state or federal court having jurisdiction. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including public injunctive relief. The award cannot be appealed except as provided under the Federal Arbitration Act; provided, however, any party can appeal to any court of competent jurisdiction to correct an error of law by the arbitrator. Any issue concerning whether or the extent to which any claim is subject to arbitration, including issues relating to the validity or enforceability of this arbitration provision, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine

the validity and effect of the class action waiver below. For more details, refer to the American Arbitration Association's website at [www.adr.org](http://www.adr.org) or call them at 800-778-7879, the Judicial Arbitration and Mediation Services website at [jamsadr.com](http://jamsadr.com) or call them at 800-352-5267, or contact the Credit Union at 800-328-1935.

This Arbitration Agreement does not preclude you from bringing issues regarding your accounts to the attention of any federal, state or local agency or entity. Such agency or entity may be able to seek relief on your behalf. Nothing in this Arbitration Agreement shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration.

**Exception for Covered Loans to Covered Borrowers under the Military Lending Act.** The arbitration provision does not apply to Covered Loans made to Covered Borrowers, as prohibited under the Military Lending Act, 10 US § 987(e)(3).

**WAIVER OF CLASS ACTION – WE EACH AGREE THAT ANY AND ALL DISPUTES, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.**

**YOUR RIGHT TO OPT-OUT: ARBITRATION AND WAIVER OF CLASS ACTION – IF YOU DO NOT WANT THIS ARBITRATION AGREEMENT TO APPLY, YOU MAY OPT-OUT BY CALLING US AT 800-328-1935 OR BY SENDING A SECURE MESSAGE THROUGH ALLIANT ONLINE BANKING OR THE ALLIANT MOBILE BANKING APP WITHIN 30 DAYS OF THIS NOTICE BEING SENT OR ESTABLISHING YOUR MEMBERSHIP.**

**Effective Date.** The Effective Date is the date you were provided with this Agreement either at account opening for a new account, or when we mailed or emailed to you for an existing account.

This Arbitration Agreement shall survive your death, the closing of any of your accounts, or the termination of any of your business or transaction(s) with us, and any bankruptcy filing to the extent consistent with applicable bankruptcy law. 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 other term or provision of this Arbitration Agreement is held to be invalid or unenforceable, it shall be deemed revised and enforced to the maximum extent permissible, and the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision.

#### **14. CONSUMER REPORTS AND OTHER INQUIRIES**

We may make any inquiries we consider appropriate to help us verify your identity and determine if we should open, maintain, collect or close your account. This may include verification of employment and consumer reports or other reports from account information services and other consumer reporting agencies. Upon request, we will disclose whether we requested such a report and, if we did request a report, we will provide you the name, address and telephone number of the reporting agency.

#### **15. CHANGE OF ADDRESS, PHONE, NAME OR EMAIL**

You are responsible for notifying us of any address (both physical and email), phone number (both mobile and landline), name change or death of an account holder. Notices must be in a form and manner acceptable to

us with enough information to allow us to identify the account. Alliant is only required to attempt to communicate with you at the most recent address, email address or phone number you have provided to us. We accept a change over the phone, in writing (email is not accepted) or electronically through our website. If you fail to provide us with your new address, we may update your address using information provided by the United States Postal Service. Name changes must be requested in writing with documented proof of legal name change.

#### **16. NOTICE OF AMENDMENTS.**

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

#### **17. EFFECT OF NOTICE.**

Any written or electronic notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Any electronic notice we give to you is effective when it is sent to the email address we have on file. Notice to any account owner is considered notice to all account owners.

#### **18. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING**

You must provide a U.S. Government-issued Taxpayer Identification Number (TIN), which shall consist of a Social Security Number (SSN), Individual Taxpayer Identification Number (ITIN), or an Employer Identification Number (EIN) for the primary and joint account owner(s) as applicable. If you are not a U.S. citizen or U.S. resident alien and do not qualify for an SSN, you must provide an ITIN. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

#### **19. BANK SECRECY ACT (BSA) INFORMATION**

In compliance with the Currency and Foreign Transactions Reporting Act, also known as the Bank Secrecy Act (BSA) and amended by the USA PATRIOT Act, the U.S. government now requires that we ask you to supply certain information about your employment, other sources of income, and anticipated activity on your account(s).

#### **20. STATEMENTS**

- a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account.
- b. Savings or Checking Accounts. You understand and agree that your original check, when paid, becomes property of Alliant and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you, even if the checks do not accompany the statement.
- c. You are responsible for examining each account statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within 60 days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or



(2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. You may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

- d. Notice to Alliant. You agree that Alliant's retention of checks 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.

## 21. INACTIVE ACCOUNTS

- a. Inactive Savings Accounts. If your savings account has had no withdrawals or deposits, other than credited dividends, for a period of time as determined by Alliant management, it will be considered "inactive" and charged an Inactivity Fee, as set forth in the Fee Schedule. To avoid the fee, you must perform at least one of the following actions every year:

- Log in to Alliant Online Banking, Phone Banking or Mobile Banking App.
- Make a deposit.
- Opt-out of paper statements (receive eStatements only).
- Open a checking account.
- Open a certificate.
- Obtain a loan.
- Contact Alliant by phone to discuss your savings needs.

If you do not perform one of these actions at least once per year, we may assess you the Inactivity Fee.

Inactive savings account status does not apply to members who have open Alliant loans, or who have other active Alliant accounts such as checking, an IRA or a certificate. It also does not apply to savings accounts where the primary account owner is under age 18 or to those accounts that have been open for less than one year.

We will advise you in writing at least 30 days prior to assessing the Inactivity Fee, and in some cases closing your account, and provide you with the reasonable opportunity to keep your account active and open.

- b. Inactive Checking Accounts. If your checking account has had no activity within a one-year calendar period, it will be deemed as an inactive account and may be closed. If your checking account is closed, any remaining funds will be automatically transferred to your primary savings account minus any fees as set forth in the Fee Schedule, and your Visa® debit card will be deactivated. Activity is defined as performing transactions on the account such as:

- Log in to Alliant Online Banking, Phone Banking or Mobile Banking App.
- Writing checks.
- Using a Visa® debit card at an ATM or for purchases.
- Using Alliant's online Bill Pay service.
- Having ACH deposits or withdrawals posting to the account.
- Making deposits to or withdrawals from the account.

## 22. DORMANT ACCOUNTS

If you have had no activity on your account(s) (i.e., primary savings, supplemental savings, IRA, minor, trust, custodial, and/or checking account), within the period prescribed by applicable state law (typically three or five years) then your account(s) is (are) considered to be dormant and/or abandoned. Alliant will send a letter to the members 30 days prior to account closing based on the requirements for each state. The account will be assessed a dormant account (Escheat) fee, as set forth in the Fee

Schedule, and closed. The funds in your account will then be escheated to the appropriate state in accordance with applicable laws. Once funds have been released, we will no longer have access to such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency. The lone exception is for members that reside in the State of California. Alliant will retain the funds from the closed accounts until June of the following year prior to remitting to the state.

### **23. 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 you to provide written authorization when you request account changes.

### **24. TERMINATION OF ACCOUNT**

In addition to the other provisions in this Agreement, we may terminate your account(s), with or without cause, at any time without notice and/or explanation if there has been any misrepresentation or any other abuse of any of your accounts; or we reasonably deem it necessary to prevent a loss to us. We also may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; or (5) there are excessive returned unpaid items not covered by an overdraft protection plan. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all account owners to terminate a multiple party account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

### **25. TERMINATION OF MEMBERSHIP**

You may terminate your membership by giving us written notice.

We may terminate your membership and therefore deny services or you may be subject to expulsion for any reason allowed by applicable law, including causing a loss to Alliant or for abusive behavior.

### **26. DEATH OF ACCOUNT OWNER**

Please note that Alliant does not accept wills or provide legal advice. We therefore encourage you to seek answers from a trusted legal professional. Once Alliant has received a deceased member notification, the account and documentation provided will be reviewed and the notifier will be contacted by a member representative.

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks 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. If you do not select a joint owner on your checking account, in the event of your death, funds will be transferred to your primary savings account and paid to the joint owner (if applicable) or to the beneficiary(ies) named on the primary savings account. Beneficiaries will be paid upon the receipt of required documentation.

For more information about membership eligibility in order to keep the account active, call Alliant at 800-328-1935 or visit us online at [www.alliantcreditunion.org](http://www.alliantcreditunion.org) no later than 6 months after the date of death.

## **27. 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.

## **28. ENFORCEMENT**

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, 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.

## **29. GOVERNING LAW**

This Agreement is governed by Alliant's Bylaws, federal laws and regulations, the laws of the state where your account is located, including the State of Illinois, and local Clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in a county in which Alliant is located.

## **30. COMMUNICATION**

All written and oral communication will be in English. If any non-English documents are presented to you or if any conversations are had with you in a language other than English, it is as a courtesy and does not obligate us to present any future documents or conduct future business with you in any language other than English except as otherwise required by law.

We may monitor and record any telephone conversation with you at any time without further notice to you, as allowed by law. The decision to record any conversation shall be solely at our discretion and we shall have no liability for doing so or failing to do so. You understand that Alliant or its agents may contact you for informational purposes on your accounts or loans. Should your accounts or loans become delinquent or have a negative balance, Alliant or its agents may contact you using any methods as allowed by law. Methods of contact may include, but are not limited to, telephone calls to any landline or cellular phone number that you provided; secure messaging via Alliant Online Banking or the Alliant Mobile Banking App; email, text, SMS, or other electronic forms of communication, such as pre-recorded or artificial voice calls or messages. You also understand that you shall be solely responsible for any fees charged by your Internet or cellular provider that you incurred through such contact.

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract that covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Alliant Credit Union (Alliant). Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account agreement for EFT services, signing your card, or using any service, each of you, jointly and separately, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

You authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that we, or our affiliates, have obtained about your accounts and the transfers you make electronically for the following reasons:

- To comply with laws, government agency rules or orders, subpoenas, or other legal process or to give information to any government agency or official having legal authority to request such information
- To verify your account's existence and condition for a third party, such as a credit bureau or merchant
- When necessary to complete any type of transfers and any type of bill payments
- To provide services relating to your account or to offer other products and services
- If you give your permission

For additional information on how we may share your information, please visit [www.alliantcreditunion.org/privacy](http://www.alliantcreditunion.org/privacy).

### 1. EFT SERVICES

If approved, you may conduct any one or more of the EFT services offered by Alliant. This excludes the Mortgage Share Account.

a. Savings ATM card. If approved, you may use your Savings ATM card and PIN (Personal Identification Number) at ATMs. At the present time, you may use your Savings ATM card to:

- Obtain balance information for your savings accounts.
- Withdraw funds from your savings accounts up to \$500 per day (in most instances).
- Make deposits up to \$10,000 per day (in most instances).

Not all ATMs are deposit-taking ATMs. Please note not all ATMs take cash or check deposits.

To find a fee-free network ATM, refer to the ATM locator in the Alliant mobile banking app or [www.alliantcreditunion.org](http://www.alliantcreditunion.org).

Members may not have both a Savings ATM card and a Visa® debit card for the same membership account.

b. Visa® debit card. You may use your Visa® debit card to purchase goods and services from participating merchants. If you wish to pay for goods or services online, you may be required to provide the card number security information before you will be permitted to complete the transaction.

You agree that you will not use your Visa® debit card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Visa® debit card purchases will be deducted from your checking account. If the balance in your checking account is not sufficient to pay the transaction amount, Alliant may pay the amount and treat the transaction as a request to transfer funds from approved Overdraft Protection accounts or, if you have so elected, to cover the transaction with Courtesy Pay protection. If you initiate a transaction that overdraws your account, you agree to make immediate payment

of any overdrafts together with any service charges to Alliant. In the event of repeated overdrafts, Alliant may terminate all services under this Agreement.

You may use your Visa® debit card and PIN at participating nonproprietary ATMs. Alliant does not charge a fee for using the Visa® debit card through its fee-free network ATMs. If a fee is charged by the ATM owner, Alliant will rebate up to \$20 per month in ATM fees, excluding the Visa® ISA (International Service Assessment) fee, also known as the foreign transaction fee.

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

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make POS (Point-of-Sale) transactions with your PIN to purchase goods or services at merchants that accept transactions routed through various PIN networks.
- Make signature-based transactions routed through Visa®.
- Order goods or services by mail, Internet or telephone from places that accept Visa®.

**Limitations.** The following limitations on the frequency and amount of Visa® debit card transactions may apply:

- There is no limit on the number of Visa® debit card purchases you can make per day; however, purchase amounts are limited to \$2,000 PIN + \$5,000 signature-based transactions per day, if there are sufficient funds in your account.
- You may withdraw up to a maximum of \$1,000 in any one day from an ATM machine, if there are sufficient funds in your account. New members may withdraw up to a maximum of \$200 in any one day from an ATM machine, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- You can make ATM deposits with your Visa® debit card with a \$20,000 daily limit.

The following special limitations apply to Visa® debit card transactions associated with Alliant Teen Checking accounts:

- Purchase amounts are limited to \$500 PIN + \$5,000 signature-based transactions per day, if there are sufficient funds in your account.
- ATM withdrawals are limited to \$500 per day, if there are sufficient funds in your account.

Debit Card Daily Limits	Savings ATM Daily Limits	Teen Checking Daily Limits
<ul style="list-style-type: none"> <li>• ATM - \$1,000 per day</li> <li>• Debit card with signature (no PIN) - \$5,000 per day</li> <li>• Debit card POS PIN based - \$2,000 per day</li> <li>• Deposit limit per day via ATM - \$20,000</li> </ul>	<p>Good Standing</p> <ul style="list-style-type: none"> <li>• \$500 withdrawal per day with no account warnings</li> <li>• \$10,000 in deposits via ATM</li> </ul> <p>Restricted Access</p> <ul style="list-style-type: none"> <li>• \$200 withdrawal per day</li> <li>• No deposit capability</li> </ul>	<ul style="list-style-type: none"> <li>• ATM - \$500 per day</li> <li>• Debit card with signature - \$5,000 per day</li> <li>• Debit card POS PIN based - \$500 per day</li> <li>• Deposit limit per day via ATM - \$20,000</li> </ul>

c. **Automated Phone Banking Service.** A PIN or other account verification is required to access your account(s) via the automated phone banking service. For immediate access, you can set your PIN in Alliant Online Banking or when you call 800-328-1935. You may request a PIN be sent to you when you speak with a Member Care Representative. Joint owners may not initiate, modify, or delete

passwords or access codes of the primary owner. You must use your PIN along with your member account number to access your accounts. At the present time you may use the automated phone banking service to:

- Withdraw funds from your savings, checking, and line-of-credit accounts.
- Transfer funds between your savings, checking, and line-of- credit accounts.
- Obtain balance information for your Alliant accounts.
- Make loan payments from your savings and checking accounts.
- Determine if a particular item has cleared.
- Make inter-account transfers from savings, checking, and line-of-credit accounts.
- Verify transactions (i.e., ACH, debit card).
- Place a stop payment on a check.
- Transfer funds to another member's account.
- The automated phone banking 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 the frequency and amount of automated phone banking transactions may apply:
  - The maximum withdrawal and transfer amount per day may not exceed the available funds in your account.
  - The maximum transfer amount per day made to accounts you have previously authorized to transfer to is equal to the available funds in your account.
  - Transfers to other Alliant account(s) is/are limited to \$9,999.99 per day unless the account has previously been set up as a transferee.

Alliant reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. Alliant may set other limits on the amount of any transaction, and you will be notified of those limits. The service will discontinue if no transaction is entered or after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

- d. Telephone Initiated Payments and Transfers. You can make payments or transfers by telephone. If you elect to make payments or transfers by telephone, you may be assessed a fee for each occurrence as set forth in the Fee Schedule. Telephone payments may be used for an Alliant loan, credit card and mortgage payments received from other financial institutions.

Payments or transfers initiated by telephone will post on the same business day unless they are scheduled for a future date up to 30 days. Payments or transfers can be canceled on the same day of the telephone call up to the cut-off time, or if future dated, up to two business days before the scheduled postdate. Alliant will not be held responsible for cancellation requests that do not allow sufficient time to stop the transaction from going out. The maximum withdrawal or transfer amount per day may not exceed the available funds in your account or Alliant's daily maximum limit. Alliant reserves the right to refuse any transaction that 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. Alliant may set other limits on the amount of any transaction, and you will be notified of those limits. Alliant may refuse to honor any transaction for which you do not have sufficient available verified

funds. Alliant will charge a fee for any ACH transfers that are returned from another financial institution as set forth in the Fee Schedule.

- e. Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institution(s), Alliant will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account.
- f. Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings account, checking account and loan payments.
- Stop Payment Rights. If you have arranged in advance to make a single or recurring electronic funds transfer (EFT-ACH) out of your Alliant account(s), you may place the following stops: single, multiple, or indefinite. You must notify us orally at any time up to three business days before the scheduled date of the transfer. ACH stop payments need exact company name or company ID and dollar amount to be valid. If you arranged for an EFT-ACH to be paid to Alliant from another institution, you have the right to request a stop payment at Alliant. Stop payments placed on ACH transactions will be effective up until the item is presented for payment except in the case of an indefinite stop payment. Alternatively, at your option, you may also stop the EFT-ACH at the other institution. See Section 9 Stop Payment Orders for additional information.
  - Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of an EFT-ACH transfer three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- g. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for something with a check, you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds 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. Refer to Fee Schedule.
- h. Alliant Online and Mobile Banking. A password is required to access your accounts via Alliant Online Banking or Mobile Banking services. You must use your password with your user name to access your accounts. At the present time, you may use Alliant Online and Mobile Banking to:
- Withdraw funds from your savings, checking, and line-of-credit accounts.
  - Pay bills from your checking account.
  - Transfer funds between your savings, checking, and line-of-credit accounts.
  - Obtain balance information for your Alliant accounts.
  - Make loan payments from your savings and checking accounts.
  - Make inter-account transfers from savings, checking, and line-of-credit accounts.

Your accounts can be accessed through Alliant Online Banking via personal computer or most mobile devices. Alliant 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 that 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. **Note: All checks made payable to you as a primary member will be mailed to your address of record.**

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 or after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. The following limitations may apply to Alliant Online and Mobile Banking:

- The maximum withdrawal and transfer amounts per day may not exceed the available funds in your account.
  - The maximum transfer amount per day made to accounts you have previously authorized to transfer to is equal to the available funds in your account.
  - Alliant maintains ACH transfer balance limits for all member accounts. Members will receive more tailored information about specific daily transfer limits when making a transaction through Online Banking and Mobile Banking. Limits are based on account history, including length of membership and status, as well as other factors. Alliant reserves the right to adjust these limits at any time. Members may transfer amounts above these limits by using Alliant's wire transfer service, pursuant to Alliant's current fees for outgoing wire transfer services.
- i. Online Bill Pay. Please refer to Alliant's Bill Pay agreement for information governing your bill pay service.

## **2. TRANSFER LIMITATIONS**

For all types of savings accounts that are eligible for preauthorized, automatic, telephonic, electronic or audio response transfers, you may make transfers to an account at another financial institution or to a third party during any calendar month.

## **3. CONDITIONS OF EFT SERVICES**

"Access device" means a card, code, or other means of access to a consumer's account, or any combination thereof, that may be used by the consumer to initiate electronic fund transfers.

- a. Ownership of Cards. Any card or other device that 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. Purchases and cash withdrawals made in foreign countries and foreign currencies using an Alliant- issued card will be debited from your account in U.S. dollars. The exchange rate for transactions in a foreign currency will be a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date, plus 1 percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or card holder statement posting date. An International Service Assessment (ISA) fee will be assessed on all transactions where the merchant country differs from the country of the card issuer, even if the transaction was initiated in the United States. The converted transaction amount will be shown separately from the ISA fee on your account statement, referenced as the foreign transaction fee. This fee will be



assessed on all international purchases, credit vouchers, and cash disbursements. If applicable, finance charges will be assessed to the ISA fee.

- d. Security of Access Codes and PINs. You may use one or more access codes with your electronic funds transfers, for example for Visa® debit cards, Savings ATM cards, or Automated Telephone Banking Services. The access codes issued to you are for your security purposes. Any 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 the safekeeping of 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 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. 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 Alliant 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 account owners shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings, checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and Alliant may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

#### **4. FEES AND CHARGES**

There are certain fees and charges for electronic funds transfer services. For a listing of all applicable fees, see our current Fee Schedule. From time to time, the fees may change. We will notify you of any changes as required by applicable law.

If you use an ATM, you may be charged a surcharge-fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry). The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry. Refer to the Fee Schedule for information about ATM rebates.

#### **5. MEMBER LIABILITY ON UNAUTHORIZED TRANSACTIONS**

You are responsible for all EFT transactions you authorize. 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. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, passwords, or other means of identification. We reserve the right to block access to the services to maintain or restore security to Alliant Online Banking and our systems if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). You will bear the liability or the risk of any error or loss of data, information, transactions or other losses that may be due to the failure of your computer system or third-party communications provider on which you may rely.

Tell us AT ONCE if you believe your card has been lost or stolen, that an electronic fund transfer has been made without your permission, or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority. 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 either a Visa® or Interlink transaction, you will have no liability for the transaction. For all other EFT transactions, including ATM transactions, your liability for an unauthorized transaction is determined as follows.

If you tell us within two business days after you discover the loss or theft of your card – not including the day you learn of the loss or theft of your card – you can lose no more than \$50. If you fail to notify Alliant within two business days of the discovery, the lesser of \$500 or: the sum of the amount of unauthorized transfers made within the first two business days, up to \$50, and the amount of the unauthorized transfers made after two business days before notice to Alliant someone used your card without your permission. If you do NOT tell us within the two business days and we can evidence that we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed, 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 long trip or hospital stay) kept you from telling us, we may extend the time periods. You may be required to provide documentation to substantiate your claim for the delay. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 800-328-1935 or write to: Alliant Credit Union, PO Box 66945, Chicago, IL 60666-0945 or report the card lost/stolen in Alliant Online Banking or the Alliant Mobile Banking App.

## **6. RIGHT TO RECEIVE DOCUMENTATION**

You will receive or have the option to receive a receipt at ATMs and merchant locations each time you make a transaction. However, for certain small dollar transactions at merchant locations, you may not receive a receipt.

- a. Periodic Statement. Transfers and withdrawals made through any ATM or point of sale (POS) terminal, debit card transactions, automated phone banking, preauthorized EFTs, electronic/PC 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. Refer to the Fee Schedule for information regarding paper statement fees.
- b. Receipt. We will make a receipt available to a member at the time the consumer initiates an electronic fund transfer at an electronic terminal. If a member does not complete an ATM transfer that is initiated but not completed, a receipt will not be issued.
- 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 logging into Alliant Online Banking or the Alliant Mobile Banking App, or by calling our automated phone banking service or the Member Contact Center at 800-328-1935. This does not apply to transactions occurring outside the United States.

## **7. BUSINESS DAYS**

Our business days are Monday through Friday from 8:30 a.m. to 5 p.m. Central Time, excluding federal holidays.

## **8. ALLIANT LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages proximately caused by our error. However, there are some exceptions; we will not be liable, for instance:

- If, through no fault of ours, there is not enough money in your accounts 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, 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 was not working properly and you knew about the problem when you started the transaction.
- If acts of God (including but not limited to 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 subject to our lien or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If any circumstances beyond our control (such as your willful or negligent use of your card, access code, or any EFT facility for making such transfers) prevent the transaction.
- If the telephone or computer equipment you use to conduct audio response or electronic communications is not working properly and you know or should have known about the breakdown when you started the transaction.

## **9. NOTICES**

All written notices from us will be effective as indicated in the notice or as required by law or regulation. In all other cases, it is considered effective when the notice is sent electronically or to your last known address in Alliant's records. Notice to any account owner is considered notice to all account owners. Notices from you will be effective when received by Alliant.

## **10. ERROR RESOLUTION**

**In Case of Errors or Questions About Your Statement Containing Electronic Funds Transfers (EFTs).** Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. To file a dispute contact us by:

- Calling toll-free: 800-328-1935 (24/7) or +1-773-462-2000
- Writing via U.S. Mail: Alliant Credit Union, PO Box 66945, Chicago, IL 60666-0945 Include: (1) Name and account number (2) Description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, (3) Dollar amount of the suspected error.
- Logging into Alliant Online Banking and filing a dispute (for debit and savings ATM card(s) only)

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 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 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide 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. Any Teen Checking Visa Debit Card error resolution will require a parent or guardian to submit the claim.

Alliant's obligations outlined in this section only apply for disputes on consumer accounts held by natural persons.

## **11. 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 destroy your cards. You also agree to notify any participating merchants that their 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 system not to accept your card or access code for any EFT service. Whether you or Alliant terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

## **FUNDS AVAILABILITY POLICY**

This disclosure describes your ability to withdraw funds at Alliant. It only applies to the availability of funds in transaction accounts excluding certificate accounts. Alliant reserves the right to delay the availability of funds deposited to accounts for transactions that appear to be suspicious or are not transaction accounts for periods longer than those disclosed in this policy.

### **1. GENERAL POLICY**

Our policy is to make your deposited funds available to you as set forth in this section. Once deposits are available, you can withdraw the funds and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and Federal banking holidays.

Generally, if you make a deposit on a day we are not open or after the designated cut-off time, we will treat the deposit as made on the next business day we are open. If you make a mobile deposit before 1:00 p.m. CT on a business day that we are open, we will consider that day to be the day of your deposit. Deposits made at an ATM or a shared branch are considered received the same business day if made before 5:00 p.m. CT. Extended holds may apply.

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available for withdrawal until the seventh business day after the day of your deposit. The first \$225 of your deposit, however, may be available for withdrawal on the same business day of your deposit. If we are not going to make all of the funds from your deposit available for withdrawal by the second business day, we will notify you if required to do so by law.

Shared branching is available to certain members on a limited basis. Shared branches are defined as those offices where members of many different credit unions are able to perform transactions to their own credit union account. A deposit at a shared branch is considered received when it is accepted with all appropriate endorsements. For determining the availability of your deposits, every day is a business day that Alliant is open,

which may differ from the days the shared branch is open. If you make a deposit on a day Alliant is open, that day will be considered the day of deposit. However, if you make a deposit at a shared branch on a day Alliant is not open, your deposit will be considered made on the next business day that Alliant is open.

**The table below reflects funds availability for Existing Members (accounts older than 30 days)**

Deposit Type	Deposit Method	When Funds Are Available <sup>1</sup>
Low Risk Checks <sup>2</sup>	Mailed In Shared Branch	<ul style="list-style-type: none"> <li>• All funds available immediately on the day of deposit</li> </ul>
Low Risk and Other Checks	ATM <sup>3</sup>	<ul style="list-style-type: none"> <li>• \$225 available day of deposit</li> <li>• Remainder of funds available 2nd business day</li> </ul>
Low Risk Checks	Mobile <sup>4</sup>	<ul style="list-style-type: none"> <li>• First \$225 available on day of deposit</li> <li>• Additional \$5,300 (for a total of \$5,525) available 2nd business day after the day of the deposit</li> <li>• Deposit in excess of \$5,525 available the 7th business day after the day of deposit</li> </ul>
All Other Checks	Mailed In Mobile Shared Branch	<ul style="list-style-type: none"> <li>• First \$225 available on day of deposit</li> <li>• Additional \$5,300 (for a total of \$5,525) available 2nd business day after the day of the deposit</li> <li>• Deposit in excess of \$5,525 available the 7th business day after the day of deposit</li> </ul>
Cash	ATM	<ul style="list-style-type: none"> <li>• All funds available 2nd business day after the day of deposit</li> </ul>
Cash	Shared Branch	<ul style="list-style-type: none"> <li>• All funds available immediately on the day of deposit</li> </ul>

1. The day of deposit refers to the day Alliant processes the check(s). The amounts in the chart above represent the total amount available per business day, regardless of the number of checks deposited and the deposit method(s) used, unless otherwise required by law. Funds Availability is not calculated per check deposited. 2. Low risk checks are defined as U.S. Postal Money Order, U.S. Treasury check, On-us check, Federal Reserve Bank check, and Federal Home Loan Bank check. 3. ATM refers to non-proprietary ATMs. Alliant does not own or operate ATMs. 4. Mobile refers to the digital photo deposit channel.

**Same-Day Availability**

Funds from the following deposits are available the same business day the deposit is received, or in the case of ACH transfers, on the settlement date:

1. International wire transfers received by 1:00 p.m. CT
2. Domestic wire transfers received by 3:00 p.m. CT
3. ACH Direct Deposits
4. ACH Credit transfers received by Alliant (with current day settlement date) initiated by you and originated from another financial institution. "ACH Credit" means a transfer instruction in which you direct another financial institution to send funds to Alliant Credit Union.

**Accelerated Availability**

For Alliant members who meet certain criteria and guidelines, in some instances and upon our discretion, additional funds from the item(s) you deposit may become available to you more quickly than listed. Decision criteria are risk-based, linked to account history, determined by Alliant using internal and confidential information, and are subject to change at any time without notice. At a minimum, you will receive funds availability as listed herein.

**2. RESERVATION OF RIGHT TO HOLD**

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available for withdrawal until the seventh business day after the day of your deposit (refer to chart in Section 1). The first \$225

of your deposit, however, may be available for withdrawal on the same business day of your deposit. Held funds are not included in your Available Balance and any transaction may cause an overdraft if the Available Balance is insufficient to post the transaction.

### **3. LONGER DELAYS MAY APPLY**

Federal law permits financial institutions to delay the availability of funds for a reasonable period of time for certain types of deposits. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for the following reasons:

- **Large Checks:** The check(s) you deposited in a single banking day exceeds \$5,525. The portion of the check(s) deposited that exceeds \$5,525 may be held for an extended period.
- **Redeposited Checks:** Funds may be held unless the check was returned because an endorsement was missing or because the check was postdated. In such a case, if the deficiency has been corrected, the check may not be held as a redeposited check.
- **Reasonable cause to doubt the collectability of a check:** Doubtful collectability may exist for postdated checks, checks dated more than six months earlier, checks that the paying institution has said it will not honor, and other reasons.
- **Emergency conditions:** Emergency conditions such as natural disasters, communications malfunctions, and other situations that prevent us from processing checks as usual.
- You have overdrawn your account repeatedly in the last six months.

**Notice of Delay:** For checks subject to funds availability provisions of Federal Regulation CC, we will provide a **written notice** when facts upon which a determination to invoke a delay become known after the time of the deposit, providing information as to why the funds are being held and when they will be available as soon as practicable, no later than the first business day following the day the facts become known to us or the deposit is made, whichever is later.

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

### **4. SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, we reserve the right to hold your funds for an extended period. Funds from check deposits will be available for withdrawal no later than the seventh business day after the day of the deposit. A new account is defined as an account open at Alliant for 30 days or less. Alliant may not accept third-party checks for deposit into new accounts.

### **5. SPECIAL RULES FOR ABUSED ACCOUNTS**

If you are a member whose account has had frequent overdrafts in the last six months, have deposited checks that were returned unpaid, if your account would have over-drafted had certain checks written on the account been paid, or if your account has suffered abusive, fraudulent, or suspicious activity, the following special rules will apply:

- Funds from the deposit of all checks will be available for withdrawal on the seventh business day after we receive the deposit.
- Alliant may not accept third-party checks for deposit into abused accounts.

### **6. HOLDS ON OTHER FUNDS**

If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately in the account the deposit is made to, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us (either checking or savings account).

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 deposit.

## **7. FOREIGN CHECKS**

Alliant is under no legal obligation to accept checks that are drawn on a non-U.S. bank or payable in a foreign currency even if the check is drawn on a U.S. financial institution. Checks made out in a foreign language may be rejected when deposited electronically.

Our Funds Availability Policy does not apply to any foreign check, whether we accept it for deposit or on a collection basis. The actual amount you receive for checks payable in a foreign currency will be determined at the exchange rate that is in effect when we are paid for the checks. If a check is returned later for any reason, we will subtract the amount of the check and any charges from other banks from your balance. We will use the applicable exchange rate in effect at the time of the return, which may be different from the exchange rate originally used for the deposit.

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed in the same way 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 institutions upon which they are drawn. We may charge a fee (listed in the Fee Schedule) for processing foreign checks. Alliant will begin processing foreign checks once a signed consent form is received and the process may take up to 12 weeks.

## **TRANSACTION PROCESSING**

It is important to understand how Alliant posts transactions as this may have a bearing on overdrafts. Your transactions may not be handled by Alliant in the order in which you completed them. Alliant posts transactions as follows:

1. Live transactions are processed in the order they are received by Alliant. Live transactions include:
  - ATM and Mobile
  - Same Day ACH
  - Debit Card
  - Deposits and Withdrawals
2. Debits are processed from highest to lowest.
3. ACH Transactions:
  - a. By Settlement Date except for those made on Federal Holidays as clearing times will be delayed and the payment will initiate on the next business day. Federal Holidays include: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day,
  - b. Thanksgiving Day, and Christmas Day
  - c. ACH credits (money coming into your account) are processed from lowest to highest.
  - d. ACH debits (money coming out of your account) are processed from lowest to highest.

## **WIRE TRANSFER REQUEST AGREEMENT AND DISCLOSURE**

You authorize Alliant to transfer funds via wire transfer, in accordance with wire transfer fees as listed on the Fee Schedule, and to debit your account for both the wire transfer fee and the amount of the wire transfer. Alliant is not liable for failure to act or delay in acting on a wire transfer request because of legal constraints, member negligence, interruption

of communication facilities, equipment failure, emergency conditions, violations of any guidelines, rules or regulations of any government authority, or other circumstances beyond Alliant's control. Alliant is not liable for consequential, special or exemplary damages or losses of any kind.

In most instances, wire transfer requests cannot be canceled. Efforts to act on requests for cancellations will be made, but Alliant is not liable if, for any reason, the wire transfer request is not amended or canceled.

You agree to reimburse Alliant for any costs, losses, or damages that are incurred in connection with requests to amend or cancel a wire transfer request. If warranted, a refund of money from a cancellation of the wire transfer will take place once Alliant determines that the recipient has not received the funds and the funds are returned to Alliant. The refund may not be equal to the amount of the original wire transfer due to charges that may be imposed by other financial institutions. In the event that Alliant may be able to cancel a wire transfer, request must be made within 30 minutes of submission.

Domestic wire transfer requests received prior to 2:30 p.m. Central Time (CT) will be transmitted that same business day. Domestic wire transfer requests received after 2:30 p.m. CT will be transmitted on the next business day. International wire transfer requests received prior to 10:30 a.m. CT will be transmitted that same business day. International wire transfer requests received after 10:30 a.m. CT will be transmitted on the next business day.

A Bank Identifier Code (BIC), also known as a SWIFT code, is required for all international wire transfers. In some instances, an International Bank Account Number (IBAN) may be required in addition to the BIC or SWIFT code. The recipient(s) of the wire transfer must be identified and physical addresses provided for both the recipient(s) and the recipient's financial institution.

Alliant and the receiving financial institution may process the wire transfer request based only on the account number(s) and other information listed. Alliant is not responsible for incorrect recipient information conveyed and/or listed on the wire transfer request. You agree to hold Alliant harmless if the recipient information you convey to us is incorrect or incomplete.

Wire transfer requests are subject to Alliant's Funds Availability Policy and, if applicable, we reserve the right to verify funds before wiring them. Your rights and obligations regarding wire transfers may be covered by Regulation E of the Consumer Financial Protection Bureau, Regulation J of the U.S. Federal Reserve Board and/or Article 4A of the Uniform Commercial Code. If security procedures are not successful, the wire transfer request may be canceled by Alliant. If this is the case, you will be notified by phone and/or U.S. mail within two business days. When sending wire transfers to a foreign country, Alliant will send the funds in U.S. dollars. They may be converted into the appropriate foreign currency by the financial institution that transmits Alliant's wire transfers or the recipient's financial institution. If a wire transfer is not received by the recipient and its whereabouts need to be traced, you may be charged an account research fee (as listed in the Fee Schedule) if it was not Alliant's error. It is your responsibility to monitor your account and statements for any errors or discrepancies regarding wire transfers.

## **TRUTH-IN-SAVINGS DISCLOSURE**

The rates and terms applicable to your account at Alliant are provided in this Truth-In-Savings Disclosure. Alliant may offer other rates for these accounts from time to time. Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-In-Savings Disclosure are share accounts. The Truth-in-Savings Act allows for the change in terms of share accounts as long as 30 calendar day advance written notice is given.



## **1. RATE INFORMATION**

The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of dividends to be paid on an account based on the Dividend Rate and frequency of compounding for an annual period. The Dividend Rate and Annual Percentage Yield may change at any time at Alliant's discretion. The Dividend Rates and Annual Percentage Yields are the rates and yield as of the last dividend declaration date. Current rates are published on [www.alliantcreditunion.org](http://www.alliantcreditunion.org). Alliant is not responsible for rates posted on other Internet sites not owned by Alliant Credit Union.

## **2. DIVIDENDS**

Dividend earnings begin to accrue on deposits as they are made. The Dividend Period is the period of time, at the end of which, an account earns dividend credit (first/end calendar day). Dividends are paid from current income and available earnings after required transfers to reserves at the end of the Dividend Period.

The average daily balance method calculates your dividend using the beginning balance of each day for its dividend. If you close your account prior to month-end, you will receive dividends during the period for which your account was open. The compounding and crediting frequency of dividends and dividend period applicable to each account are stated in the Truth-In-Savings Disclosure Chart.

## **3. ACCRUAL OF DIVIDEND**

For all accounts, dividends will begin to accrue on deposits, including noncash deposits (e.g., checks), on the business day you make the deposit to your account. For Savings and Checking accounts, you will accrue dividends up until the same day you close your account.

For Certificates, dividends are not required to be paid when it is closed within 7 days of opening.

## **4. BALANCE INFORMATION**

To open any account, you must deposit or already have on deposit at least the par value of one full share in any account, which is set by the State of Illinois. The par value of one share could be as low as \$1.00. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in the Truth-In-Savings Disclosure Chart. There may be a minimum Average Daily Balance required to earn the Annual Percentage Yield disclosed for the dividend period (see the Truth-in-Savings Disclosure Chart below). If the minimum average daily balance is not met, you will not earn the Annual Percentage Yield. For accounts using the Average Daily Balance method, dividends are calculated by applying a periodic rate to the Average Daily Balance in the account for the dividend period. The Average Daily Balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

## **5. FEES**

Refer to your Alliant Fee Schedule for fees applicable to your account. Fees may reduce earnings on dividend bearing accounts.

## TRUTH-IN-SAVINGS DISCLOSURE CHART

	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit (Online and Phone Applications for Deposit Products) <sup>1</sup>
Savings Account	Monthly	Monthly	Monthly (calendar)	\$30.00 <sup>2</sup>
Supplemental or Emergency Savings Account	Monthly	Monthly	Monthly (calendar)	\$0.00
Kids Savings Account	Monthly	Monthly	Monthly (calendar)	\$0.00
Trust Account	Monthly	Monthly	Monthly (calendar)	\$0.00
UTMA Custodial Savings Account	Monthly	Monthly	Monthly (calendar)	\$0.00
High Rate Checking	Monthly	Monthly	Monthly	\$25.00
Teen Checking	Monthly	Monthly	Monthly	\$0.00
Mortgage Share Account	Monthly	Monthly	Monthly (calendar)	\$0.00
Traditional IRA	Monthly	Monthly	Monthly (calendar)	\$0.00
Roth IRA	Monthly	Monthly	Monthly (calendar)	\$0.00
SEP IRA	Monthly	Monthly	Monthly (calendar)	\$0.00
Coverdell Education Savings Account (ESA)	Monthly	Monthly	Monthly (calendar)	No new accounts offered
Regular Certificates <small>(Applicable to all certificate types and terms)</small>	Monthly	Monthly and at maturity	Monthly (calendar)	\$1,000.00
Jumbo Certificates <small>(Applicable to all certificate types and terms)</small>	Monthly	Monthly and at maturity	Monthly (calendar)	\$75,000.00

Minimum Opening Deposit (Paper Application, Online/ Mobile Banking, Loan Applications) <sup>3</sup>	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method
\$5.00 <sup>4</sup>	—	\$100.00	Average Daily Balance
\$0.00	—	\$100.00	Average Daily Balance
\$0.00	—	\$100.00	Average Daily Balance
\$0.00	—	\$100.00	Average Daily Balance
\$0.00	—	\$100.00	Average Daily Balance
\$0.00	—	\$0.00	Average Daily Balance
\$0.00	—	\$0.00	Average Daily Balance
\$0.00	—	\$100.00	Average Daily Balance
\$0.00	—	\$100.00	Average Daily Balance
\$0.00	—	\$100.00	Average Daily Balance
\$0.00	—	\$100.00	Average Daily Balance
\$0.00	—	\$100.00	Average Daily Balance
No new accounts offered	—	\$100.00	Average Daily Balance
\$1,000.00	—	\$1,000.00	Average Daily Balance
\$75,000.00	—	\$75,000.00	Average Daily Balance

Additional account disclosures are found in the Fee Schedule, Account Rates, Product Disclosures, Account Agreement and Disclosures, and the Membership Enrollment Agreement.

1. Minimum opening deposit amounts for members who open their deposit accounts (a) online via [open.alliantcreditunion.com](http://open.alliantcreditunion.com), or (b) by telephone. Existing members should apply for new High Rate Checking accounts by logging into Alliant Online Banking in order to avoid the \$25 minimum funding requirement.
2. The \$30 opening deposit amount is a combined deposit, with \$5 funded by Alliant and \$25 funded by the new member opening the Savings Account.
3. Minimum opening deposit amounts for members who open their deposit account (a) via mailed paper applications, (b) by logging into Alliant Online Banking or Alliant Mobile Banking, or (c) in connection with obtaining an Alliant loan, whether originated directly by Alliant or through an indirect lending channel.
4. The \$5 opening deposit amount is funded by Alliant.

# OVERDRAFT AND COURTESY PAY

## OVERDRAFT OVERVIEW

Your checking account has two kinds of balances: “actual or current balance” and “available balance.” Both balances can be seen in online banking and in the mobile banking app. You can also call 800-328-1935 to check your balances via phone. It is important to understand how both balances work to avoid overdrafts.

Your “actual or current balance” is the full amount of all deposits made into your account less payment transactions that have actually “posted” to your account. Thus, any purchases, holds on deposits, fees or other charges that have not yet posted to your account will not appear in your “actual or current balance.” (See Funds Availability Policy for further explanation and examples about holds on deposits).

Your “available balance” is the amount of money in your account that is available to you to use without causing an overdraft. It is the actual balance less holds on deposits and amounts you have asked us to authorize for certain purchases you have made with your debit card.

Available balance is determined at the time a check, an ACH, and certain debit card transactions are posted to your account, not when they are authorized. The available balance is used to determine when your account is overdrawn. Both your available and actual balances are shown in mobile and online banking.

If you do not have sufficient funds, are not opted into Overdraft Protection and/or are not enrolled in Courtesy Pay, the transactions will not be paid. In the event of repeated overdrafts, Alliant may terminate all services under this Agreement.

It is important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all of your outstanding checks and automatic bill payments that you have authorized. In addition, your available balance may not reflect all of your debit card or ATM card transactions.

## OVERDRAFT PROTECTION

You may opt in to Alliant’s Overdraft Protection plan for your account. If you opt in, we will honor checks, ACH debits, internal and external bill pay items, and debit card transactions drawn on your insufficient available balance. We will do so by transferring funds from another deposit or loan account, as you have directed under the Overdraft Protection plan agreement or per the terms of your applicable loan account, and in accordance with this Agreement.

If an item is presented for payment and there are not sufficient funds in your account to pay it, the first source of funds to pay that item will be the source you have previously designated for overdraft events (e.g., checking, savings, supplemental savings, or line of credit). Each source will be used thereafter in the order you have designated. If all sources are exhausted and there still are not sufficient funds, or the amount presented as an overdraft exceeds the amount within the designated overdraft protection account(s), if applicable to the account, Courtesy Pay will always be the last source utilized in your overdraft priorities. If the amount of the item presented for payment exceeds the total of all available overdraft sources, the item will be returned as non-sufficient funds (NSF).

## COURTESY PAY

Alliant offers an additional overdraft service known as Courtesy Pay to members who are eligible (see eligibility requirements in the table below). Courtesy Pay is provided to members in two ways:

- 1) Standard Courtesy Pay: Automatic enrollment based on certain criteria regarding member account activity; or
- 2) Extended Courtesy Pay: Member initiated opt-in.

If an item is presented for payment and either your account or your Overdraft Protection plan does not have sufficient available balance to pay it, then Alliant, in its discretion, may elect to pay it.

Not all transaction types are covered by Courtesy Pay. Only checks and other transactions made using your checking account number, or external automatic bill payments from your Alliant checking account are covered. If you opt in, Courtesy Pay may be extended to cover every day debit card transactions. Alliant is not obligated to pay any overdraft, even if you enroll in Courtesy Pay. Alliant may refuse to pay any items without first notifying you, even if we have paid previous overdrafts.

Courtesy Pay is not a loan. If Alliant authorizes and pays a transaction on your behalf under the Courtesy Pay program, the insufficient amount paid must be repaid by depositing funds of an equal amount into your checking account immediately but in no event more than 30 days after the date of occurrence, at which time Courtesy Pay privileges will be suspended and possibly terminated. If you do not pay the full amount, the account could also be subject to collection activity and negative consumer reporting.

# ALLIANT'S COURTESY PAY PROGRAM

	Standard Courtesy Pay	Extended Courtesy Pay
<b>Eligibility Requirements</b>	<ul style="list-style-type: none"> <li>• Membership must be in "Good Standing"</li> <li>• Checking account must be open for at least 6 months</li> <li>• Must have "qualifying deposits"<sup>1</sup> of at least \$600 in the most recent 30 days</li> </ul>	<ul style="list-style-type: none"> <li>• Membership must be in "Good Standing"</li> <li>• Checking account must be open for at least 6 months</li> <li>• Must have "qualifying deposits"<sup>1</sup> of at least \$600 in the most recent 30 days</li> </ul>
<b>Opt-In Methods</b>	<ul style="list-style-type: none"> <li>• Automatic enrollment occurs once eligibility requirements are met</li> </ul>	<ul style="list-style-type: none"> <li>• Member must "opt-in" using one of the following 2 methods:</li> <li>• Select the Courtesy Pay option within Alliant Online Banking (OLB)</li> <li>• Call us at 800-328-1935 (24/7)</li> </ul>
<b>Opt-Out Methods</b>	<ul style="list-style-type: none"> <li>• De-select the Courtesy Pay option in Alliant Online Banking (OLB)</li> <li>• Call us at 800-328-1935 (24/7)</li> </ul>	<ul style="list-style-type: none"> <li>• De-select the Courtesy Pay option in Alliant Online Banking (OLB)</li> <li>• Call us at 800-328-1935 (24/7)</li> </ul>
<b>Coverage</b>	<ul style="list-style-type: none"> <li>• Checks and other transactions made using your checking account number</li> <li>• External automatic bill pay<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Checks and other transactions made using your checking number</li> <li>• External automatic bill pay<sup>2</sup></li> <li>• Debit card transactions</li> </ul>
<b>Exclusions</b>	<ul style="list-style-type: none"> <li>• ATM Transactions</li> <li>• Debit card transactions</li> </ul>	<ul style="list-style-type: none"> <li>• ATM Transactions</li> </ul>
<b>Associated Fees</b>	<ul style="list-style-type: none"> <li>• There is no fee when an overdraft transaction is paid by Alliant</li> </ul>	<ul style="list-style-type: none"> <li>• There is no fee when an overdraft transaction is paid by Alliant</li> </ul>

1. Qualifying Deposits include direct deposit, payroll deposit, check deposit, ATM deposit, wire transfers, or transfer from another financial institution.
2. Payments initiated from an external biller (e.g., utility company). This does not refer to payments initiated from Alliant.



Alliant Credit Union is owned and operated by its members. Membership is a lifetime benefit and is available to the employees and their family members of select employee groups, organizations and residents and workers in select communities. Alliant Credit Union is chartered in the state of Illinois and is supervised by the Illinois Department of Financial and Professional Regulation.



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