

September 2018



# Account Agreement and Disclosures

**MEMBERSHIP AND  
ACCOUNT AGREEMENT**

**ELECTRONIC FUNDS TRANSFER**

**FUNDS AVAILABILITY POLICY**

**WIRE TRANSFER**

**TRUTH-IN-SAVINGS**

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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.com](http://alliantcreditunion.com) for the most current version.

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## MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your and our rights and responsibilities concerning accounts Alliant Credit Union (Alliant) offers. 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. 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, 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 a \$5.00 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. If the account owner dies, the interest in account ownership passes subject to applicable law or agreement and subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent and pledges of the account to secure a debt.

#### 2b. 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 \$5.00 on deposit in the Trust savings account.

#### 2c. ORGANIZATIONAL ACCOUNTS

A not-for-profit organization that meets the eligibility qualifications may establish an account with Alliant. Membership is restricted to those 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.

#### 2d. 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 us 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. Joint owners may not:

- Initiate, modify, or delete payroll deductions for the primary owner.
- Close primary savings, supplemental savings, checking and share certificates unless the member is a minor.
- Initiate, modify, or delete passwords or access codes.
- Access savings or overdraft protection through the Visa® debit card or Convenience card without the primary account owner’s approval and authorization.
- 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.)

Only primary owners are allowed to conduct the above account activities.

- 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.

#### 2e. BENEFICIARY DESIGNATED 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 his, her, or 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 the funds in the account as of the date of death of the last account owner, and any dividends accrued after the date of death of the last owner may be reversed prior to the payout of the funds to the beneficiary(ies). Beneficiaries ensure share insurance coverage as a revocable trust account. 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). Any beneficiary designation shall not apply to Individual Retirement Accounts (IRA) which is 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.

#### 2f. ACCOUNTS FOR MINORS AND COVERDELL EDUCATION SAVINGS ACCOUNT (ESA)

We require any account established by a minor to be a jointly owned account with an owner 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. The Coverdell ESA may only be opened on an account already established in the name of the minor and only one parent may be named as the Responsible Individual on the account, which may change to the child at the age of majority if this was chosen when the account was established. There is no joint owner on a Coverdell ESA.

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

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.

## 2h. TEEN CHECKING

Alliant's standard checking accounts are available to members age 18 or over. Members between the ages of 13 and 17 may open a teen checking account that includes the minor's parent or legal guardian as a joint account owner. 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.
- Either the primary or joint owner can dispute a statement or transaction error, but the joint owner must sign any necessary documentation (see the Electronic Funds Transfer Agreement and Disclosure on page 7 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.

## 4. DEPOSIT OF FUNDS REQUIREMENTS

Funds may be deposited to any account, in any manner approved by Alliant in accordance with the requirements set forth on the Current Rate Sheet and Fee Schedule.

- 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.
- 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.
- 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.

- Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. 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.
- Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

## 5. ACCOUNT ACCESS

- 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.
- 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, in person, 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.
- ACH & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. Posting may occur multiple times throughout any given business day. You agree that if you receive funds by a wire or ACH 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. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by 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 on page 12 for more information.)
- Credit Union Examination.** We may disregard information on any check, other than the signature of the drawer, the amount 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.
- 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, you are delinquent on a loan, or your account has a negative balance. We may also limit services and/or access to your accounts for abusive or harassing behavior toward Alliant staff.

## 6. ACCOUNT RATES AND FEES

We pay account earnings and 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

- 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. Checks or other transfer or payment orders that are drawn against insufficient funds may be subject to a service charge as set forth in the Fee Schedule. 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 up to six such transfers to an account at another financial institution or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through the automated clearing house (ACH). You may make unlimited transfers at an ATM, in person at an Alliant Branch, through the mail or to any Alliant Credit Union loan. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend, or close your account.

## 8. OVERDRAFTS

- a. **Overdraft Liability.** If on any day the funds in your savings account are not sufficient to cover checks you write from your Alliant Checking Account, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or by one of the overdraft protection plans outlined below. Alliant's determination of an insufficient account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover checks, ACH debits, debit card transactions, fees, or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an item or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

- b. **Overdraft Protection Plan.** If you have Overdraft Protection on your account, we will honor checks, ACH debits, bill pay items, Point-of-Sale (POS), and signature-based debit card transactions drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under Alliant's Overdraft Protection policy or per the terms of your applicable loan account. 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., primary savings, or eligible lines of credit). Each source will be used thereafter in the order you have designated. Applicable fees will be assessed to each source, and if all sources are exhausted and there still are not sufficient funds or if transaction limits have been reached (see section 7 on page 3), or the amount presented as an overdraft exceeds the amount within the primary source(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) and you will be charged applicable fees. This Agreement governs all overdraft transfers, except those governed by agreements for loan accounts.

- c. **Courtesy Pay.** From time to time, Alliant members experience non-sufficient funds situations on their accounts. As a courtesy, Alliant offers an additional overdraft service known as Courtesy Pay. Courtesy Pay is not a loan, which means that Alliant does not engage in credit underwriting as a basis of determining your eligibility for this service. Courtesy Pay is a non-contractual service offered and provided to Alliant members who are in good standing and have an Alliant Checking account that has been open for at least six months. Other eligibility factors are risk-based and

determined by Alliant using internal and confidential information, including your account history. To qualify to use Courtesy Pay, eligible members must have qualifying deposits totaling at least \$600 into their Alliant Checking account in the previous 30 days. Qualifying deposits include a direct deposit, payroll deposit, check deposit, ATM deposit, wire transfer, eDeposit<sup>Plus</sup>, mobile check deposit or transfer from another financial institution. Courtesy Pay requirements and limits are subject to change at any time without notice. Whether your overdrafts will be paid by Courtesy Pay is discretionary, and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts.

If an item is paid with Courtesy Pay, your account will be overdrawn and negative in the amount of the paid item, plus a Courtesy Pay fee for each item as set forth in the Fee Schedule. More than one overdraft fee may be charged against the account per day depending on the number of items presented on, and other withdrawals made from, your account. The amount of your overdraft(s) and fee(s) both count towards your Courtesy Pay available balance. If you reach your Courtesy Pay limit, items subsequently presented for payment may be returned as NSF and you will be charged applicable fees. When Courtesy Pay is used, the full amount of the overdraft balance plus related fees will be due immediately, but in no event more than 17 days after the date of the occurrence, at which time your Courtesy Pay privileges will be suspended and possibly terminated. If we do not receive a full payment from you within 45 days from the date of the occurrence, your checking account will be closed. If full payment is not received within 60 days from the date of the occurrence, your checking account will be charged off as a loss to Alliant and may be forwarded to a collection agency for continued collection efforts and may be reported to a consumer reporting agency. If you have Courtesy Pay on your Alliant Checking account, it will not be implemented as a source to cover overdrafts for items paid through Alliant's online Bill Pay.

Not all transaction types are covered by Courtesy Pay. Checks you write and ACH electronic transactions from your Alliant checking account are covered. If you choose, Courtesy Pay protection may be extended to cover Point-of-Sale (POS) and signature-based debit card transactions. Alliant does not permit the use of Courtesy Pay for the transfer of funds or deposits to any account at Alliant. It also may not be used to pay an Alliant loan, or for ATM transactions. Your transactions may not be handled by Alliant in the order in which you completed them. Accordingly, the order in which Alliant processes them may affect the total amount of overdraft fees assessed to your account. You may discontinue Courtesy Pay at any time by:

- Selecting the Courtesy Pay option in Alliant Online Banking.
- Calling 800-328-1935 (24/7).
- Visiting an Alliant Branch.

## 9. 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.

## 10. STOP PAYMENT ORDERS

- a. **Stop Payment Order Request.** You may request a stop payment order on any check drawn on your account. To be binding, an order may be authorized by agreeing to the terms online or through our automated phone banking service. Stop payment requests may also be presented in writing, in which case they must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if Alliant receives the order in time for Alliant to act upon the order and you state the account, check number and exact amount. You understand that the exact information is necessary for Alliant's computer system to identify the check. If you give us incorrect, untimely or incomplete information, we will not be responsible for failing to stop payment on the check. If the 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 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, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action.

- b. **Duration of Order.** You may make an oral stop payment order that will lapse within 14 calendar days unless confirmed in writing within that time. Stop payments that are confirmed in writing or through our automated phone banking or online banking services are effective for six months and may be renewed in writing through our automated phone banking service or online banking service from time to time. We do not have to notify you when a stop payment order expires. For ACH stop payments, a written stop payment order or a stop requested over the phone is effective for six months from the date of the call. Should the payment be 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.
- c. **Liability.** Fees for stop payment orders are set forth in the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check or payment guaranteed by Alliant. 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.

## 11. CHECK 21 AND SUBSTITUTE CHECKS

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. 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.

### 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. 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.

## 12. 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.

## 13. ALLIANT LIEN AND SECURITY INTEREST

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in 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 for an obligation secured by your primary residence, but your primary residence shall only be security to the obligation(s) that it secures. All accounts are non-assignable and non-transferable to third parties.

## 14. LEGAL PROCESS

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.

## 15. ACCOUNT INFORMATION

Upon request, we will give you the name and address of each agency from which we obtain a consumer or credit report regarding your account.

## 16. NOTICES

- a. **Changes to Address, Phone number or Name.** You are responsible for notifying us of any address (both physical and email), phone number (both mobile and landline) or name change. Alliant is only required to attempt to communicate with you at the most recent 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.
- b. **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.

- c. **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. Notice to any account owner is considered notice to all account owners.

## 17. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING

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

## 18. 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. For 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.
- b. **Examination.** You are responsible for examining each 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.
- c. **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.

## 19. 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:
- Make a deposit.
  - Opt out of paper statements (receive eStatements only).
  - Open a checking account.
  - Open a certificate.
  - Obtain a loan.
  - Contact Alliant to discuss your savings needs.

If you do not perform one of these actions, we will assess you the Inactivity Fee, and if your account falls below the \$5.00 minimum balance required to keep your savings account open and maintain your membership, it will be closed and any remaining funds will be mailed to you in the form of an Official Check.

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 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 inactivated. If your savings account is closed, the balance of the account will be forwarded to you in the form of an Official Check minus any fees at set forth in the Fee Schedule. Activity is defined as performing transactions on the account such as:
- Writing checks.
  - Using a Visa® debit card at an ATM, for a Point-of-Sale (POS) transaction or making a signature-based purchase.
  - Using Alliant's online Bill Pay service.
  - Having ACH deposits or withdrawals posting to the account.
  - Utilizing direct deposit.
  - Making deposits to or withdrawals from the account.

We will advise you in writing at least 30 days prior to closing your checking account for inactivity and provide you with the reasonable opportunity to keep your account open and active.

## 20. 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. 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.

## 21. 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.

## 22. TERMINATION OF ACCOUNT

In addition to the other provisions in this Agreement, we may terminate your membership application and/or account(s), with or without cause, at any time without notice and/or explanation to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. 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.

## 23. TERMINATION OF MEMBERSHIP

You may terminate your membership by giving us written notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to Alliant or for abusive behavior.

## 24. DEATH OF ACCOUNT OWNER

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. All dividend payments to an account may cease to accrue effective the date of death of the primary owner, and any dividend payments made after the date of death of the primary owner may be reversed from the account upon Alliant's receipt of notice of the death of the primary owner.

## 25. 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.

## 26. 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.

## 27. 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.

## 28. COMMUNICATION

Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement. 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 agree that 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, including but not limited to telephone calls to any landline or cellular phone number that you provided; online chat via Alliant Online Banking; email, text, SMS, or other electronic forms of communication, such as pre-recorded or artificial voice calls or messages. You also agree 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). In this Agreement, the words "you" and "yours" mean those who sign the application or account agreement as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean Alliant. The word "account" means any one or more savings, checking and

IRA accounts you have with 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.

### 1. EFT SERVICES

If approved, you may conduct any one or more of the EFT services offered by Alliant.

- a. Convenience card. If approved, you may use your Convenience card and PIN (Personal Identification Number) in ATMs, at Alliant-owned ATMs and participating nonproprietary ATMs. At the present time, you may use your Convenience 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).
  - See section 2 on page 9 for transfer limitations that may apply to these transactions.
- 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 over the Internet, 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 other deposit or loan accounts that you have established with Alliant, 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 Alliant-owned ATMs and participating nonproprietary ATMs. 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®.

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 + \$2,000 signature-based transactions per day, if there are sufficient funds in your account. New member purchase amounts are limited to \$500 PIN + \$500 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 deposits with your Visa® debit card with a \$20,000 daily limit.



- See section 2 on page 9 for transfer limitations that may apply to these transactions.

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

- Purchase amounts are limited to \$300 PIN + \$300 signature-based transactions per day, if there are sufficient funds in your account.
- ATM withdrawals are limited to \$100 per day, if there are sufficient funds in your account.
- See section 2h Teen Checking on page 3 for other limitations that may apply.

c. Automated Phone Banking Service. A PIN is required to access your account(s) via the automated phone banking service. For immediate access, you can set your PIN on 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 Service Representative. Joint owners may not initiate, modify, or delete passwords or access codes. 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 interaccount transfers from savings, checking, and line-of-credit accounts.
- Verify transactions (i.e., ACH, debit card).

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 any other account(s) is/are limited to \$9,999.99 per day.
- See section 2 on page 9 for transfer limitations that may apply to these transactions.

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. Services include:

- Loan payments received from other financial institutions.
- Transfers to other financial institutions.
- See section 2 on page 9 for transfer limitations that may apply to these transactions.

Payments or transfers initiated by telephone will post on the same business day unless they are scheduled to be future dated 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. Preauthorized EFTs.

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.

Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings account, checking account and loan payments. (See section 2 on page 9 for transfer limitations that may apply to these transactions.)

- Stop Payment Rights. If you have arranged in advance to make a single or recurring electronic funds transfer (EFT-ACH) out of your 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. Revocation of a recurring ACH transfer must be done through the originator of the EFT-ACH. 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.

- 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.

f. 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.

g. 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 Alliant 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 interaccount transfers from savings, checking, and line-of-credit accounts.

Your accounts can be accessed under Alliant Online Banking via personal computer or 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. 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.
  - Transfers to any other account(s) is/are limited to \$9,999.99 per day.
  - 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. 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. See section 2 on page 9 for transfer limitations that may apply to these transactions.
- h. Online Bill Pay (Bill Payments). We will process bill payment transfer requests only to those creditors Alliant has designated in the User Instructions and such creditors as you authorize and for whom Alliant has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your Alliant Checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment as designated in Alliant's Bill Pay agreement. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment as designated in Alliant's Bill Pay Agreement. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. There is no limit on the number of bill payments per day.

An Alliant Checking account is required for use with Alliant Bill Pay. There are no fees to maintain a Bill Pay account; however, if incurred, applicable fees will apply. Please refer to the current Fee Schedule for a complete list of fees.

If you have enrolled in Overdraft Protection, it will cover bill pay items drawn on insufficient funds by transferring funds from another account. Refer to the Overdraft section b on page 4 for more details. If an overdraft occurs, account fees would be assessed. Refer to the current Fee Schedule for a complete list of fees. If you have Courtesy Pay on your Alliant Checking account, it will not be implemented as a source to cover overdraft bill pay items.

## 2. TRANSFER LIMITATIONS

For all types of savings accounts that are eligible for preauthorized, automatic, telephonic, electronic or audio response transfers, you may make up to six such transfers to an account at another financial institution or to a third party during any calendar month. If you reach these limitations within a calendar month, additional transactions will not be able to be completed and may be returned unpaid. If this is the case, you may be assessed an NSF fee, as set forth in the Fee Schedule.

## 3. CONDITIONS OF EFT SERVICES

- 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 fee (ISA) will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Service Assessment fee on your account statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. If applicable, finance charges will be assessed to the International Service Assessment fee.

- d. Security of Access Code. You may use one or more access codes with your electronic funds transfers. 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 not owned by us, 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

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 learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within the two business days and we can prove 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 to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. 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.

## 6. RIGHT TO RECEIVE DOCUMENTATION

- a. Periodic Statements. Transfers and withdrawals made through any ATM or 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. 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, 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, 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/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.

- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by Alliant. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by Alliant.

## 9. NOTICES

All written notices from us will be effective when we have mailed them or delivered them to your last known address in Alliant's records. Any electronic notice we give to you is effective when it is sent. Notice to any account owner is considered notice to all account owners. Notices from you will be effective when received by Alliant. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing Alliant accounts and any future changes to those regulations.

## 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. Submit inquiries to:

- Toll-free: 800-328-1935 (24/7)
- U.S. Mail: Alliant Credit Union, PO Box 66945, Chicago, IL 60666-0945
- Electronically through Alliant Online Banking:
  1. Log in to online banking;
  2. Select "Messages" on the right to compose your secure message;
  3. Make sure to include "Error Resolution" in the subject line;

In your communication,

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

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

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 (3) 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 signature from a parent or guardian.

## 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 return all cards to Alliant. 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 Credit Union (Alliant). It only applies to the availability of funds in transaction 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. Please ask us if you have a question about which accounts are affected by this policy.

### 1. GENERAL POLICY

Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. 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 holidays. If you make a deposit before 2:00pm local time, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00pm local time, or at a deposit box on a day we are not open, we will treat the deposit as made on the next business day we are open. In most instances, deposits of government checks and low-risk items and the first \$2,500 of personal and business checks and third-party checks (provided the payee and the presenter of the check are both Alliant members or a non-member endorser is present with identification) will be available for withdrawal on the day we receive the deposit. Government checks and low-risk items include: on-us checks, certified checks, cashier's checks, teller's checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, government checks (federal, state, and local), United States Postal Service money orders, and payroll checks from Select Employer Groups (SEG). Payroll checks from Select Employer Groups (SEGs) received via direct deposit, mailed in or presented directly to Alliant will be available immediately in most instances.

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 (see sections 3 through 7). The first \$200 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 on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available for withdrawal. If your deposit is not made directly to one of our employees, or if we take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available for withdrawal. Alliant Credit Union may place a hold on your Alliant Visa credit card payment for up to five days.

### 3. LONGER DELAYS MAY APPLY

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for the following reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months (see section 5 on page 11).
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available for withdrawal. Deposits from \$2,500.01 to \$5,000 will generally be available for withdrawal no later than the second business day after the day of your deposit. Deposits over \$5,000 will generally be available for withdrawal no later than the seventh business day after the day of your deposit.

### 4. SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open:

- In most instances, funds from deposits of government checks and low-risk items payable to the member(s) on the account will be available for withdrawal on the day we receive the deposit.
- Funds from the deposit of personal and certain business checks will be available for withdrawal on the ninth business day after the day of the deposit.
- Alliant does not accept third-party checks for deposit into new accounts.
- Your ability to utilize certain features of our online banking, mobile banking, automated phone banking, etc., may be limited.

### 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 overdrafted 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:

- In most instances, funds from deposits of government checks and low-risk items payable to the member(s) on the account will be available for withdrawal on the day we receive the deposit.
- Funds from the deposit of personal and business checks will be available for withdrawal on the seventh business day after we receive the deposit.
- Alliant does not accept third-party checks for deposit into abused accounts.

### 6. DEPOSITS AT ATMS

In most instances, \$2,500 of funds from deposits made at Alliant ATMs will be available for withdrawal on the day of deposit. The balance will be available for withdrawal on the second business day. The same policy applies to deposits made at non-proprietary ATMs (ATMs that Alliant does not own or operate).

### 7. 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, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of deposit.

### 8. FOREIGN CHECKS

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 will charge a fee (listed in the Fee Schedule) for processing foreign checks.

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

You authorize Alliant Credit Union (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.

Domestic wire transfer requests received prior to 2pm Central Time (CT) will be transmitted that same business day. Domestic wire transfer requests received after 2pm CT will be transmitted on the next business day. International wire transfer requests received prior to 10:30am CT will be transmitted that same business day. International wire transfer requests received after 10:30am 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 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-day advance 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. For Alliant Savings, Supplemental Savings, Trust, UTMA Custodial Savings, Checking, Mortgage Share, Traditional IRA, Roth IRA, SEP IRA, and Coverdell Education Savings accounts, the Dividend Rate and Annual Percentage Yield may change monthly as determined by Alliant's Executive Team. For certificate accounts (share and IRA), the Dividend Rate and Annual Percentage Yield may change daily as determined by Alliant's Executive Team. The Dividend Rates and Annual Percentage Yields are the rates and yield as of the last dividend declaration date. Current rates are published in our newsletters, on [alliantcreditunion.com](http://alliantcreditunion.com), and at Alliant Branch locations.

### **2. NATURE OF DIVIDEND RATES**

Dividends are paid from current income and available earnings after required transfers to reserves at the end of the Dividend Period.

### **3. DIVIDEND COMPOUNDING AND CREDITING**

The compounding and crediting frequency of dividends and dividend period applicable to each account are stated in the Truth-In-Savings Disclosure Chart. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

### **4. ACCRUAL OF DIVIDEND**

For all accounts, dividends will begin to accrue on deposits on the business day you make the deposit to your account.

### **5. 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. The par value of one share is \$5.00. 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. For all accounts, there is a minimum Average Daily Balance required to earn the Annual Percentage Yield disclosed for the dividend period. 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.

### **6. SAVINGS ACCOUNT TRANSACTION LIMITATIONS**

For all types of savings accounts that are eligible for preauthorized, automatic, telephonic, electronic or audio response transfers, you may make up to six such transfers to an account at another financial institution or to a third party during any calendar month. If you reach these limitations within a calendar month, additional transactions will not be able to be completed and may be returned unpaid. For checking accounts, no transaction limitations apply; however, Overdraft Protection transfers may be returned if you have reached your monthly limit. (See section 8 Overdrafts on page 4 for more information.)

### **7. FEE INFORMATION**

Certain fees MAY be assessed against your accounts. Refer to the Fee Schedule for the amount of any fee that may be imposed in connection with your account.

**TRUTH-IN-SAVINGS DISCLOSURE CHART**

	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method	See section 6 of Truth-In-Savings Disclosure
Savings Account	Monthly	Monthly	Monthly (calendar)	\$5.00	--	\$100.00	Average Daily Balance	Account transfer limitations apply.
Supplemental Savings Account	Monthly	Monthly	Monthly (calendar)	\$0.00	--	\$100.00	Average Daily Balance	Account transfer limitations apply.
Trust Account	Monthly	Monthly	Monthly (calendar)	\$5.00	--	\$100.00	Average Daily Balance	Account transfer limitations apply.
UTMA Custodial Savings Account	Monthly	Monthly	Monthly (calendar)	\$5.00	--	\$100.00	Average Daily Balance	Account transfer limitations apply.
Free High Rate Checking	Monthly Account	Monthly	Monthly	\$0.00 (calendar)	--	\$0.00	Average Daily Balance	Account restrictions apply.
Free Basic Checking Account	--	--	--	\$0.00	--	--	--	Account restrictions apply.
Mortgage Share Account	Monthly	Monthly	Monthly (calendar)	\$0.00	--	\$100.00	Average Daily Balance	Account transfer limitations apply.
Traditional IRA	Monthly	Monthly	Monthly (calendar)	\$0.00	--	\$100.00	Average Daily Balance	Account transfer limitations apply.
Roth IRA	Monthly	Monthly	Monthly (calendar)	\$0.00	--	\$100.00	Average Daily Balance	Account transfer limitations apply.
SEP IRA	Monthly	Monthly	Monthly (calendar)	\$0.00	--	\$100.00	Average Daily Balance	Account transfer limitations apply.
Coverdell Education Savings Account (ESA)	Monthly	Monthly	Monthly (calendar)	\$0.00	--	\$100.00	Average Daily Balance	Account transfer limitations apply.
Regular Certificates (Share, IRA, ESA) 12- to 60-month*	Monthly	Monthly and at maturity	Monthly (calendar)	\$1,000.00	--	\$1,000.00	Average Daily Balance	Account transfer limitations apply.
Jumbo Certificates (Share, IRA, ESA) 12- to 60-month*	Monthly	Monthly and at maturity	Monthly (calendar)	\$25,000.00	--	\$25,000.00	Average Daily Balance	Account transfer limitations appl

\* For additional information, please see the Agreement and Disclosures for this product at [www.alliantcreditunion.com](http://www.alliantcreditunion.com).

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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