

# Important Account Information for Our Members

Terms and Conditions

Electronic Transfers

Funds Availability

Truth in Savings

USA Patriot Act

## TERMS AND CONDITIONS OF YOUR ACCOUNT

**AGREEMENT:** This document, along with any other documents we give you pertaining to your account(s), is a contract which establishes rules that control your account(s) with us. Please read this document carefully. If you have any questions about our rates, qualifying balances, and fees, please feel free to contact us with any questions.

This agreement is subject to applicable federal laws and the laws of the State of Utah (except to the extent that this agreement can and does vary such rules and laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- Summarize some laws that apply to common transactions;
- Establish rules to cover transactions or events which the law does not regulate;

- Establish rules for certain transactions or events which law regulates, but permits variations by agreement; and,
- Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words “we”, “our”, and “us” mean the Financial Institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**BYLAWS:** Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid. Although, you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**LIABILITY:** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts whether caused by you or another with access to this account. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, or reasonable attorney fees.

**GOVERNING LAW:** This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws (including applicable principles of contract law) and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought, at the option of the Credit Union, in either the county in which the Credit Union's main office is located or in the county in which the transaction at issue occurred or was to have been performed. State law will not govern this agreement when preempted by federal law.

**REMEDIES:** The rights, powers, authorities, and remedies granted to us by this Agreement and all other agreements with us shall be in addition to and shall not limit any right, power, authority, or remedy available at law or in

equity. You consent and submit to venue in, and the jurisdiction of, the Fourth District Court of Utah and the Federal District Court of Utah as the exclusive court locations in which actions relating to this Agreement will be resolved.

**LIABILITY FOR STOP PAYMENT ORDERS:** Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Service Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of a specific item may be stopped, you may remain liable to any item holder, including us, you agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**LIABILITY AND ENFORCEMENT:** You are liable to us for any losses, costs, or expenses we incur resulting from your (i) failure to follow this Agreement and (ii) collection of amounts owed to us or any other dispute involving your account products and services offered by us. This includes, but is not limited to, disputes between you and any joint account owner. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**LEGAL PROCESS:** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney

fees we incur in bringing or 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.

**DEPOSITS:** We will give only provisional credit until collection is final for any items, other than cash we accept, for deposit (including items drawn "on us"). We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our regular business hours, or received on a day we are not open for business, as if initiated on the following business day that we are open.

**WITHDRAWALS:** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each person signing the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the posting date in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt either on forms not approved by us, by any method we do not specifically permit which is greater in frequency than is allowed in a given period, or which is for an amount greater or lesser than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiated it) to apply the frequency limitations. The fact that we may honor a request does not obligate us to do so

later. See the Funds Availability Policy Disclosure for information about when you can withdraw funds you deposit. For those accounts to which our Funds Availability Policy Disclosure does not apply, you can ask us at the time you make a deposit when those funds will be available for withdrawal.

## **OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION**

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**INDIVIDUAL ACCOUNT:** An account in the name of one person.

**JOINT ACCOUNT:** An account in the name of two or more persons. Each of you intends that when you die, the balance in the account (subject to any previous pledge to which you have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**PAY-ON-DEATH ACCOUNT:** If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw funds unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without rights of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and/or (3) withdraw all or part of the account funds at any time.

**ACCOUNTS FOR MINORS:** We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

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

**FIDUCIARY ACCOUNTS:** A fiduciary account is one opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a will, court order, or trust instrument establishing the fiduciary relationship or a representative payee authorized by the U.S. Social Security Administration (“fiduciary”). The account owner is the estate, conservatorship, trust or Social Security Administration benefit

recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the account owner for deposit with or collection by us, and to execute such other agreements and to perform any other account transaction under the agreement.

**BUSINESS ACCOUNTS:** Earnings in the form of interest, dividends, or credit will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization until we actually receive written notice of a change in the governing body of the legal entity.

**STOP PAYMENTS:** You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. To be effective, your stop payment order must precisely identify the item number, date, amount of the item, and the payee.

You may put a stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop payment may be made only by the person who signed the original stop payment form. If an oral stop payment order is received, it lapses after 14 days unless confirmed in writing.

**TELEPHONE TRANSFERS:** A telephone transfer of funds from one account to another account with us, if otherwise arranged for or permitted, may be made by the same person(s) and under the same condition(s) generally applicable to withdrawals made in writing.

**AMENDMENTS AND TERMINATION:** We may change our bylaws and any terms of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close your account if your membership with the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your right to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

**STATEMENTS:** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized transactions, signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement, but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signature, alterations, forgeries, or any other error in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us, the loss will be entirely

yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**ACCOUNT TRANSFER:** This account may not be transferred or assigned without prior written consent. In the event of a member's death, the surviving spouse may transfer their name onto the account.

**DIRECT DEPOSITS:** If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**RIGHT TO REPAYMENT OF INDEBTEDNESS:** You agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account including any balance that is due for which we properly accelerate under the note.

**PLEDGE/STATUTORY LIEN:** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze funds in

your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan.

Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to (a) any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any representative capacity). We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our rights to repayment.

By our not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time. This provision shall not be interpreted to restrict or limit remedies available to us, including any and all remedies

provided by applicable statutes, contractual provisions or equitable principles.

**RESTRICTABLE LEGENDS:** We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restrictions. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00.”

**AVAILABLE BALANCE DEFINITION:** We authorize and pay transactions using the available balance in your account. We may place a hold on deposited funds in accordance with our Funds Availability Policy, which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds and any debit card holds, plus the amount of any Courtesy Pay Limit and any available Overdraft Line of Credit.

If you have not given consent for the authorization and payment of overdrafts caused by ATM and everyday debit card transactions, the available balance for these transactions is the ledger balance, less any holds on deposited funds and any debit card holds, plus any available Overdraft Line of Credit, but does NOT include the Courtesy Pay Limit. If you have given us your prior consent to authorize and pay overdrafts for ATM and everyday debit card transactions, the Courtesy Pay Limit is included in the available balance for authorizing and paying these transactions.

We will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the

available balance, an Overdraft Fee may be assessed.

**PAYMENT ORDER OF ITEMS:** The law permits us to pay items (such as checks or drafts) drawn on our account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write.

When processing items drawn on your account, our policy is to pay smallest to biggest. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere.

We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds incurring the resulting fees.

We authorize and pay transactions using the available balance in your account. We may place a hold on deposited funds in accordance with our Funds Availability Disclosure, which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds and any debit card holds, plus the amount of any Courtesy Pay Limit and any available Overdraft Protection. If you have not given consent for the authorization and payment of overdrafts caused by ATM and everyday debit card transactions, the available balance for these transactions is the ledger balance, less any holds on deposited funds and any debit card holds, plus any available

Overdraft Protection, but does NOT include the Courtesy Pay Limit. If you have given us your prior consent to authorize and pay overdrafts for ATM and everyday debit card transactions, the Courtesy Pay Limit is included in the available balance for authorizing and paying these transactions.

We will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, a Courtesy Pay Fee may be assessed.

An overdrawn balance must be repaid within 32 days. We may not pay items under your Courtesy Pay Limit if you do not maintain your account in good standing by bringing your account to a positive balance within every thirty-two (32) day period for a minimum of 24 hours, if you default on any loan or other obligation to Alpine Credit Union or if your account is subject to any legal or administrative order or levy.

**NSF FEES:** We assess NSF fees based on the available balance rather than the actual balance. Check holds and debit card preauthorization holds are part of the actual balance but not included as part of the available balance. NSF fees are calculated on the available balance. Multiple NSF fees may be charged for each presentment on the same transaction.

If, on representation of the item, the available balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge a Courtesy Pay Fee.

**PLEDGES:** Unless we agree otherwise in writing, each owner of this account may pledge all or part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**ACH AND WIRE TRANSFERS:** This agreement is subject to Article 4A of the Uniform Commercial Code-Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fed-wire is used, and you identify by name and number the beneficiary financial institution, intermediary financial institution or beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make the payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 (1) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account, and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES:** You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

**BINDING ARBITRATION AND CLASS ACTION WAIVER:** Either you or we may elect, without the other's consent, to require that any dispute between you and us, except for claims excluded below, will be resolved by binding arbitration. This Agreement is subject to the provisions of the Utah Uniform Arbitration Act. This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision.

Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. The only exceptions to arbitration of claims are that both you and we have the right to pursue a claim in state court, instead of arbitration, for claims related to our collection of any negative balance or amounts you owe us including but not limited to fraud, counterfeit items, unpaid loans or lines of credit, and other unpaid obligations.

Any Arbitration of a claim will be on an individual basis. You are waiving the right to participate as a class representative or class member in a class action lawsuit. Unless you and we both agree, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction.

## **FUNDS TRANSFER AGREEMENT AND NOTICE**

**REGULATION J:** This regulation covers the movement of funds by means of wire transfers, automated clearing house (ACH) credits, and some book transfers on the credit union's records.



The law is intended to establish a comprehensive legal framework of the duties, responsibilities, and liabilities of all parties involved in a funds transfer. This agreement contains several notices which we are required to provide to you as well as establish other terms of agreement which will apply to all fund transfers involving you and the credit union. Using the credit union to send or receive fund transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this agreement are different than those in any other agreement or terms of account, this agreement shall control and be deemed to modify such other agreements or terms of account.

This agreement and notice apply to fund transfers as defined in Article 4A of the Uniform Commercial Code and sub-part B of Regulation J of the Board of Governors of the Federal Reserve System.

The credit union may establish or change cut-off times for the receipt and processing of fund transfer requests, amendments, or cancellations. The cut-off time for all local wires will be 3:00 p.m. and the international wire cut-off time is 2:00 p.m. on each weekday that the credit union is open which is not a holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the following fund transfer business day and proceed accordingly.

The credit union may charge your account for the amount of any fund transfer initiated by you or by any person or authorized party with the right of access to the account from which the fund transfer is to be made.

The credit union will establish security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using the

security procedures established by the credit union. In the event you do not agree that the credit union may determine the authenticity of payment order, you must notify the credit union in writing. In that event, the credit union shall have no obligation to accept any payment order from you or other authorized parties on the account.

If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.

If you give the credit union a payment order which identifies the beneficiary (recipient of the funds) by both name and account number, payment may be made by the beneficiary's bank on the basis of the name and account number. This means that you will be responsible to the credit union if the fund transfer is completed on the basis of the identification number you provided to the credit union.

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

The credit union may give you credit for automated clearing house (ACH) payments before it receives final settlement of the fund transfer. Any such credit is provisional until the credit union receives final settlement of the payment. You are hereby notified and agree, if the credit union does not receive such final settlement, that it is entitled to a refund from you for the amount credited to you in

connection with the ACH entry. This means that the credit union may provide you with access to ACH funds before the credit union actually receives the money. However, if the credit union does not receive the money, then the credit union may reverse the entry on your account and you would be liable to repay the credit union.

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next-day notice of receipt of ACH credit transfers to your account. You will receive notice of receipt of ACH items in the periodic statements which we provide.

If the credit union receives a fund transfer for you or for another person authorized to have access to your account, you agree that the credit union is not obligated to provide you with next day notice of the receipt of the fund transfer. The credit union will provide you with notification of the receipt of all fund transfers by including such items in the periodic statements which we provide. You may inquire between receipt of periodic statements whether or not a specific fund transfer has been received.

If the credit union becomes obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the credit union to which the fund transfer was made.

## **ELECTRONIC FUND TRANSFERS**

### **YOUR RIGHTS AND RESPONSIBILITIES**

**BUSINESS DAYS** For purposes of this Electronic Funds Transfer disclosure, our business days are Monday through Friday. Holidays are not included. Indicated below are additional types of Electronic Fund Transfers we are capable of

handling, some of which may not apply to your account. Please read this disclosure carefully and keep it for future reference.

**ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES:** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit slip. Thus, you should only provide your credit union and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

Examples of these transfers include, but are not limited to:

**PREAUTHORIZED CREDITS:** You may make arrangements for certain direct deposits to be accepted into your share draft or share savings account(s).

**PREAUTHORIZED PAYMENTS:** You may make arrangements to pay certain recurring bills from your share draft account(s).

**ELECTRONIC CHECK OR DRAFT CONVERSION:** You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an Electronic Fund

Transfer. This may occur at the point of purchase, or when you provide your check or by other means such as by mail or drop box.

#### ELECTRONIC RETURN CHECK OR DRAFT

CHARGE: Some merchants or service providers will initiate an Electronic Fund Transfer to collect a charge in the event a check or draft is returned for insufficient funds.

#### TOUCH TONE TELLER/ONLINE BANKING/

MOBILE APP: You may access your account by telephone via Touch Tone Teller 24/7/365 at (801)229-2171 using your touch tone phone or cell phone, personal identification number, and account number. You may also access your account 24/7/365 via the internet using your computer or smart phone, personal username, and password. Available functions may include: transferring funds between your savings and checking suffixes within your account(s) with us; making payments from savings or checking suffixes to loan suffixes within your account(s) with us; requesting a check withdrawal from your account with us; accessing information about your savings, checking, and/or loan balances including deposit, withdrawal, and transfer information; and making ACH/check payments using bill pay for those who have a checking with us and internet access.

REMOTE DEPOSIT CAPTURE (RDC): The following rules and guidelines apply to all checks deposited through the Remote Deposit Capture system:

- Ensure your check is properly endorsed with your signature, account number, and "For ACU Mobile Deposit Only"
- Place check on a dark background.
- Ensure your check is the only thing visible in the photo, and that all check edges can be seen.
- Make sure you have not already deposited your check.

- Retain the check for 7 days or until the check has cleared and then shred the check.
- Checks greater than \$1500 may be subject to a 3-business day hold with \$225 available the next day.

ATM TRANSFERS—TYPES OF TRANSFERS AND DOLLAR LIMITATIONS: You may access your account(s) by ATM using your VISA Debit Card and personal identification number to:

- Get cash withdrawals from share draft account(s) with a debit card.
- You may withdraw no more than \$500.00 per day in combination with point-of-sale transactions (PIN based transactions)

Some of these services may not be available at all terminals. Signature-based daily maximum is \$5,000.00.

TYPES OF VISA DEBIT CARD POINT-OF-SALE TRANSACTIONS: You may access your share draft account to: purchase goods (in person or by phone); pay for services (in person or by phone); get cash from a merchant, if the merchant permits, or from a participating financial institution; and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

POINT-OF SALE TRANSACTIONS—DOLLAR LIMITATIONS: Using your card:

- You may not exceed \$500.00 in transactions per day in combination with ATM withdrawals (PIN-based transactions).

CURRENCY CONVERSION: When you use your VISA Debit Card at a merchant that settles in currency other than US Dollars, the charge will be converted into the US Dollar amount. The conversion rate in effect on the processing date

may differ from the rate in effect on the transaction date or posting date.

**FOREIGN TRANSACTION CHARGE:** There will be a 1% charge for any transaction made outside the U.S. (or with a merchant who is located in a country outside the U.S.).

**ADVISORY AGAINST ILLEGAL USE:** You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**FEES:**

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- Please refer to our separate fee schedule for additional information about fees.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM OPERATOR/NETWORK FEES:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete the fund transfer).

## **DOCUMENTATION**

**TERMINAL TRANSFERS:** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

**PREAUTHORIZED CREDITS:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, a person from the company making the deposit will tell you every time they

send us the money. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (801) 225-0256 or Toll Free 1-866-355-9425 to find out whether or not the deposit has been made.

**Periodic Statements:** If you only have a savings account with us, you will get a quarterly statement. You will get a monthly statement if you have a checking or VISA account with us.

## **PREAUTHORIZED PAYMENTS**

**Right to Stop Payment and procedure for doing so:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. This is how:

- Call or write us at the telephone number or address listed on this brochure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.
- Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

**Notice of varying amounts:** If these regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

**LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER:** If you order us to stop one of these payments 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.

### **FINANCIAL INSTITUTION'S LIABILITY**

**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. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line of credit and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

### **CONFIDENTIALITY**

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

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or

- As explained in the separate Privacy Disclosure.

### **UNAUTHORIZED TRANSFERS**

**CONSUMER LIABILITY:** Tell us AT ONCE if you believe your credit and/or debit card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way to minimize your potential losses. You could lose all the money in your account (plus maximum overdraft line of credit). If you tell us within 2 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 2 business days after you learn of the loss or theft of your card, 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.

If your statement shows a transfer(s) 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

**CONTACT IN EVENT OF UNAUTHORIZED TRANSFER:** If you believe your credit card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

## **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed on this brochure, as soon as you can, if you think our statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared:

- Tell us your name and account number (if any).
- 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.
- 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 10 days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 calendar days if the transfer involved a new account, a point-of-sale transaction, or foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account.

Your account is considered a new account for the first 30 calendar days after the first deposit

is made, unless each of you already had an established account with us before this account was opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Alpine Credit Union  
VISA Department  
PO Box 217  
Orem, UT 84059

Phone: 1-866-355-9425

More detailed information is available on request.

## **FUNDS AVAILABILITY**

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

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for the checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and federal holidays. If you make a deposit before closing 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 closing on a day, we are not open, we will consider the next business day we are open to be the day on which the deposit was made. If we cash a check for you

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

### **LONGER DELAYS MAY APPLY**

**CASE-BY-CASE DELAYS:** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$225.00 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail out a notice by the day after we receive your deposit. If you will need the funds from the deposit right away, you should ask us when the funds will be available.

**SAFEGUARD EXCEPTIONS:** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: we believe a check you deposit will not be paid; you deposit checks totaling

more than \$5,525.00 on any one day; you redeposit a check that has been returned unpaid; you have overdrawn your account repeatedly in the last six months; or there is an emergency, such as a 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. They will generally be available no later than the sixth business day after the day of your deposit.

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

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip).
- The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be put on a 3-business day hold with \$225 available the next day.

**DEPOSITS AT AUTOMATED TELLER MACHINES:** Our ATM's DO NOT accept deposits. All ATM's

that we own or operate are identified as our machines.

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

### **REGULAR SHARE ACCOUNT**

**RATE INFORMATION:** The dividend rate and annual percentage yield are variable and can change every dividend period. The dividend rate(s) can change as determined by the credit union Board of Directors.

**COMPOUNDING AND CREDITING:** Dividends will be compounded every quarter. Accrued dividends will be credited to your account every quarter.

**DIVIDEND PERIOD:** The dividend period for this account type is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same date pattern. The dividend declaration date follows the ending date of a dividend period; and for the example above is April 1.

If you close your share account before the quarterly dividends are paid, you will not receive the accrued dividends for that quarter.

**MINIMUM BALANCE REQUIREMENTS:** The minimum amount required to open this account type is the purchase of a share in the credit union.

You must maintain a minimum daily balance of \$25.00 in your regular share account each day to obtain the disclosed annual percentage yield dividend.

**DAILY BALANCE COMPUTATION METHOD:** Dividends are calculated using the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

**ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS:** Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**PAR VALUE OF A SHARE:** The par value of a share in this account is \$25.00.

### **MONEY MARKET ACCOUNT**

**RATE INFORMATION:** The dividend rate and annual percentage yield are variable and can change every dividend period. The dividend rate(s) can change as determined by the credit union Board of Directors.

**COMPOUNDING AND CREDITING:** Dividends will be compounded every quarter. Accrued dividends will be credited to your account every quarter.

**DIVIDEND PERIOD:** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same date pattern. The dividend declaration date follows the ending date of a dividend period; and for the example above is April 1.

If you close your Money Market Account before the quarterly dividends are paid, you will not receive the accrued dividends for that quarter.

**MINIMUM BALANCE REQUIREMENTS:** The minimum balance required to open this account type is \$500.00.

**DIVIDEND REQUIREMENTS:** To receive a dividend you must maintain a balance of at least \$500.00. Dividends will NOT be paid on balances less than \$500.00.



**DAILY BALANCE COMPUTATION METHOD:**  
Dividends are calculated using the daily balance method, which applies a daily periodic rate to the balance in the account each day.

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

**ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS:** Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

### **SHARE DRAFT ACCOUNTS**

**RATE INFORMATION:** The variable dividend rate and annual percentage yield can change every dividend period. (The Minimum Balance share draft account option is the only one which offers a dividend.) The dividend rate(s) can change as determined by the credit union Board of Directors.

**COMPOUNDING AND CREDITING:** Dividends will be compounded every quarter. Accrued dividends will be credited to your account every quarter.

**DIVIDEND PERIOD:** For this account option, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow the same date pattern. The dividend declaration date follows the ending date of dividend period; and for the example above, is April 1.

If you close your share draft account before the quarterly dividends are paid, you will not receive the accrued dividends.

**TYPES OF CHECKING ACCOUNTS:**

**MINIMUM BALANCE CHECKING:** To avoid a monthly fee of \$5, the checking account

balance must not drop below \$100 during the month.

**PERFORMANCE CHECKING:** To avoid a monthly fee of \$5, the checking account must have the following monthly transactions—a cumulative direct deposit total of at least \$200, and 10 debit card transactions.

**STUDENT CHECKING:** Zero monthly fee for individuals enrolled in school. Account automatically converts to a Performance Checking when the account holder turns 25 years old.

**FRESH START CHECKING:** Individuals with negative ChexSystems reports can open a checking account under the following conditions: Negative record(s) must be older than 6 months; maximum of two negative records where the total owed from both is less than \$500; and previous account closures were not due to fraud or kiting. The following restrictions and fees will be assessed: \$7 monthly fee; no dividends; all checks need to be verified, if check is verified it will be put on a 2-business day hold, the first \$225.00 of your deposit, however, may be available on the first business day after the day of your deposit; if check can't be verified, it will be put on a 6-business day Exception Hold. (No hold needed on Next Day items); no Remote Deposit Capture (RDC) access. Member may apply to convert their checking from a Fresh Start Checking to another checking account option after 12 months without any negative account transactions.

**DAILY BALANCE COMPUTATION METHOD:**  
Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

**ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS:** Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**ACCOUNT FEES:** Refer to the credit union's fee schedule for updated fees on checking accounts.

## **IRA**

**RATE INFORMATION:** The dividend rate and annual percentage yield are variable and can change every dividend period. The dividend rate(s) can change as determined by the credit union Board of Directors.

**COMPOUNDING AND CREDITING:** Dividends will be compounded every quarter. Accrued dividends will be credited to your account every quarter.

**DIVIDEND PERIOD:** The dividend period for this account type is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same date pattern. The dividend declaration date follows the ending date of a dividend period; and for the example above is April 1.

If you close your share account before the quarterly dividends are paid, you will not receive the accrued dividends for that quarter.

**MINIMUM BALANCE REQUIREMENTS:** No minimum balance requirements apply to this account.

**DAILY BALANCE COMPUTATION METHOD:** Dividends are calculated using the daily balance method which applies a daily periodic rate to the balance in the account each day.

**NATURE OF DIVIDENDS:** Dividends are paid from current income and available earnings,

after required transfers to reserves at the end of a dividend period.

**ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS:** Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

## **THE USA PATRIOT ACT**

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

What this means for you:

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

## **SMS Text Messaging**

You agree to receive outbound text notifications on account status, such as loan and account approval, past due notice, and general account information. If at any point you'd like to opt-out of SMS Text Messaging and stop receiving communications via this method, please call (801) 225-0256 or e-mail us at [service@alpinecu.com](mailto:service@alpinecu.com) to be removed.