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# Membership Agreement and Terms and Conditions Disclosures

Membership and Account Agreement

**Funds Availability Policy Disclosure** 

Electronic Fund Transfers Agreement & Disclosure

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Wire Transfer Disclosure

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### MEMBERSHIP AND ACCOUNT AGREEMENT, TERMS AND CONDITIONS DISCLOSURE

This Agreement, along with any other documents we give you pertaining to your account(s), covers your and our rights and responsibilities concerning accounts Gale Credit Union (credit union) offers. In this Agreement, the words "you" and "yours" mean anyone who signs a Membership Application or Membership Account Agreement. The words "we," "us," and "our" mean Gale Credit Union. The word "account" means any one or more share or other accounts you have with Gale Credit Union. Your account type(s) and ownership features are designated on your Membership Account Agreement. By signing a Membership Account Agreement, each of you, jointly and separately, agree to the terms and conditions in this Membership Account Agreement, Terms and Conditions Disclosures, the Membership Application Agreement, the Funds Availability Policy Disclosure, the Truth-In-Savings Disclosure, Fee Schedule, and any amendments to these documents or fees from time to time that collectively govern your Membership and Accounts.

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. If you have any questions, please call us.

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. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

**MEMBERSHIP ELIGIBILITY** - To join Gale Credit Union you must meet the membership requirements, including the purchase and maintenance of at least one share ("membership share"). The par value of one share is \$5.00. You must maintain a \$5.00 minimum balance share savings account top remain an active member. 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.

**MEMBER EXPULSION** – Membership may be terminated according to the Member Expulsion Policy for reasons including, but not limited to, a Member's a) failure to pay amounts due under a loan which causes the credit union a loss, b) pay amounts due resulting from an account overdraft by any means within a designated time, typically 60 days, c) an intentional act of fraudulent activity that causes a loss or puts the credit union at risk of a loss or liability, d) repeated failure to protect your personal checks, debit or credit cards, identity, login or passwords or other personal or security information, e) who engage in inappropriate conduct or language directed at staff, or f) who use or attempt to use false or forged documents or identification. Members who have been expelled, may request an appeal in writing to the credit union within 30 days of expulsion.

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

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

**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, without notice to you, 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.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes

us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, 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 consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. 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 exercise of our right to repayment.

**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. This Credit Union is hereby authorized to recognize any of the signatures subscribed on the signature instrument for the purposes of payment of funds or the transaction of any business for this account. 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 -** is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we 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.

Joint Account - No Survivorship (As Tenants In Common) - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Revocable Trust, Beneficiary, or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw 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 the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Business, Trust, Organization, and Association Accounts** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to

comply with the requirements we have imposed within a reasonable time.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s). NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**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"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. 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 "daily cutoff time" on a business day we are open or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, 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.

**WITHDRAWALS** – Generally, unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an

error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

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 when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three or more days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$27 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$25. You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions (\$120 - \$80 = \$40) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase (\$120 - \$50 = \$70). Later, another transaction you have authorized is presented for payment from your account in the amount of \$65 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$25, your account will be assessed the overdraft fee of \$27 according to our overdraft fee policy. You will be charged this \$27 fee according to our policy even though you would have had enough money in your account to cover the \$65 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as checks or drafts) drawn on your 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 them in the order that we receive the items. Items received first are paid first. 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 the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage

payments) might not be paid. 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. By paying items in the order that we receive the items, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient available funds to cover and incurring the resulting fees.

**OVERDRAFT ITEMS AND FEES** – Overdraft and non-sufficient funds fees are disclosed at account opening and may change from time to time as disclosed on our schedule of fees. We use the available balance method to pay items (such as checks or drafts) that are drawn on your account.

### **AVAILABLE vs. CURRENT BALANCE**

Two of the most commonly confused terms used regarding your accounts are "Available Balance" and "Current Balance." Although these terms seem very similar, they refer to two very different things.

Your Available Balance is the amount you can spend right now. To determine whether you have enough money in your account to cover a transaction, we use your account's available balance which is based upon the deposits minus any deposit holds, withdrawals to your account and all pending electronic transactions, including pre-authorized transfers, point of sale transactions, and merchant payment authorizations (regardless of whether they have posted to your account).

Sometimes you'll see an available balance that's lower than your current balance. In those cases, to avoid an overdraft or item being returned unpaid, you can only spend your available balance (or less if you have outstanding checks), and the rest of the money is being held by your financial institution. The Current balances include all of your money, including all available funds PLUS funds that are being held or pending clearing.

For example, assume your available and current balance are both \$50, and you swipe your debit card at a restaurant for \$30. A \$30 hold is placed on your account, so your available balance is only \$20. Your current balance is still \$50. Before the restaurant charge is sent to us for processing, a check that you wrote for \$45 clears. Because you have only \$20 available (you have committed to pay the restaurant \$30), your account will be overdrawn by \$25 if the check is paid, even though your current balance is \$50. In this case, we paid the \$45 check. You will be charged an overdraft fee. Instead of paying the \$45 check, we could have returned the check unpaid and would have charged you a non-sufficient funds fee. The fees (overdraft or non-sufficient funds) will be deducted from your account, further reducing the available and current balance.

Items returned unpaid due to non-sufficient funds may be reinitiated / resubmitted by the party that you attempted to pay. In this case, reinitiated or resubmitted items are treated as a new transaction and are subject to additional overdraft or non-sufficient fees if the available balance is not great enough to cover the reinitiated or resubmitted item. Thus, you could end up being charged multiple overdraft or non-sufficient funds fees for the same item with each attempt made by the party submitting the item for payment.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. 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. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**TELEPHONIC OR ELECTRONIC MAIL INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, or an electronic form of mail, such as email, or leave by voice mail or on a telephone answering machine.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing 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. You give us this authority 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. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

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 and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make 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(a) of the Uniform Commercial Code. If we do not receive such payment, 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. Credit entries may be made by ACH. If we receive a payment order to credit 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.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries -** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized 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 signatures, alterations or forgeries 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.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any

unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

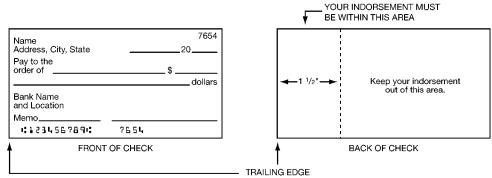
**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

**PLEDGES** - Each owner of this account may pledge all or any 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. **INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.



As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by

someone claiming an interest in the account.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging, email, or other electronic format. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to accounts at Gale CU, and as authorized by applicable law and regulations.
- ◆ Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere). With the above understandings, you consent and authorize us to contact you regarding this account throughout its existence using any telephone numbers, email address or other electronic means that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device, or through other electronic means such as email. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

### **ELECTRONIC FUND TRANSFERS 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 Gale Credit Union (Gale CU). 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 Gale CU. The word "account" means any one or more savings, checking and IRA accounts you have with Gale CU. 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 account signature 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.

### A. EFT SERVICES

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

a. 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, Gale CU 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, of which you have ownership rights, that you have established with Gale CU. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any overdraft charges to Gale CU. In the event of repeated overdrafts, Gale CU may terminate all services under this Agreement, including the closing of your debit card and your account. You may use your Visa® debit card and PIN at Gale CU-owned ATMs and participating nonproprietary ATMs.

You also may use your Visa® debit card to: (only if available at the terminal)

- 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,
- Dollar limits per day will be disclosed at card issuance,
- Purchase amounts are limited to a total of \$500.00 transactions per day, if there are sufficient funds in your account. Typically, new member purchase amounts are limited to \$500.00 transactions per day, if there are sufficient funds in your checking account.
- You may withdraw up to a maximum of \$500.00 in any one day from an ATM machine, if there are sufficient funds in your checking account. Typically, new members may withdraw up to a maximum of \$500.00 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, if available at a terminal.

### b. Preauthorized EFTs.

- <u>Electronic Fund Transfers Initiated By Third Parties.</u> 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 be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction. In all cases, these third party transfers 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 or withdrawal 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.
- <u>Direct Deposit.</u> Upon instruction of (a) your employer or (b) the Treasury Department or (c) other financial institution(s), Gale CU will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account.

• <u>Preauthorized Payments or Transfers</u>. Gale CU does not originate electronic payments to other entities or financial institutions. Upon your instruction, we will make certain recurring transactions to or from your savings account, checking account, or loan accounts held at Gale CU.

### 1. Stop Payment Rights.

- If you have arranged in advance to make a single or recurring electronic funds transfer between your accounts at Gale CU, you may stop any of these transactions by notifying us orally at any time up to three business days before the scheduled date of the transfer. 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.
- If you have arranged in advance to make a single or recurring electronic funds transfer or payment to another entity or financial institution other than Gale CU and an entity other than Gale CU originated the transaction, you must contact the entity or other financial institution to stop the EFT according to their rules. Revocation of a recurring ACH transfer must be done through the originator of the EFT-ACH.
- 2. <u>Liability for Failure to Stop Payment of Preauthorized Transfers.</u> If you order us to stop payment of an EFT-ACH transfer between accounts you hold at Gale CU 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 provided that you supplied us with the correct information to electronically identify the preauthorized transfer.
- c. <u>Electronic Check Conversion/Electronic Returned Check Fees.</u> 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 with the merchant.

### 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 another credit union account or to a third party during any calendar month. If you reach these limitations within a calendar month, you may be assessed a fee according to the current fee schedule, additional transactions may not be able to be completed and may be returned unpaid, or your account may be closed. If a transaction is returned unpaid, you may be assessed an NSF fee, as set forth in the Fee Schedule.

### C. 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 or closed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- b. <u>Honoring the Card.</u> 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 a Gale CU 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 Gale CU suffers a loss, we may terminate your EFT services immediately.
- e. <u>Joint Accounts.</u> 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 Gale CU may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

### D. ONLINE AND MOBILE BANKING.

- a. A password and various multifactor security features are required to access your accounts via Gale CU Online Banking or Mobile Banking services. You must use your password and the multifactor security features to access your accounts. At the present time, you may use Gale CU Online and Mobile Banking to:
  - Withdraw funds from your savings, checking, and line-of-credit accounts.
  - Pay bills from your Gale CU Checking account via the Gale CU Bill Pay Service.
  - Transfer funds between your savings and checking accounts.
  - Obtain balance information for your Gale CU accounts.
  - Make loan payments from your savings and checking accounts
  - Receive account alerts
  - Receive e-statements

Your accounts can be accessed under Gale CU Online Banking via personal computer or mobile devices. Gale CU 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 Gale CU 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.
- Gale CU 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. Gale CU reserves
  the right to adjust these limits at any time. Members may transfer amounts above these limits by using Gale CU's
  wire transfer service (in person), pursuant to Gale CU's current procedures and fees for outgoing wire transfer
  services.

### E. ONLINE BILL PAY SERVICE (Bill Payments).

If approved to use the Bill Pay Service, we will process bill payment transfer requests only to those creditors Gale CU has designated in the User Instructions and such creditors as you authorize and for whom Gale CU 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 account on the next business day after the process (payment) date you selected in the system, as designated by the Gale CU Bill Pay Agreement. This process (payment) date is the date funds are initiated to be delivered to the recipient, but not the date the recipient will receive the funds. You should schedule the Deliver By date shown on the system before the actual due date of the bill.

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.

A Gale CU Checking account is required for use with Gale CU 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.

### F. 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.

### G. 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 EFT services of any kind to maintain or restore security to Gale CU Online Banking and other Gale CU 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 on your part to safeguard the security of your card or access, 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). For EFT transactions, including ATM transactions, your liability for an unauthorized transaction is determined as follows.

- a. Providing no negligent action is determined on your part, 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.
- b. Additional Limit on Liability for VISA,-branded debit card. Unless you have been negligent or have engaged in fraud, you will not be liable forany unauthorized transactions using your lost or stolen VISA,-branded debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA,. Visa is a registered trademark of Visa International Service Association.
- c. 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: 309-343-1777 or write to: Gale Credit Union, 631 N Henderson St., Galesburg, IL 61401. You may also find contact information at www.galecu.net

### H. GALE CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we 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 any 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 Gale CU. 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 Gale CU.

### I. RIGHT TO RECEIVE DOCUMENTATION

- a. <u>Periodic Statements.</u> 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. <u>Direct Deposit.</u> 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 Gale CU Online Banking, calling us at 309-343-1777. This does not apply to transactions occurring outside the United States.

### J. BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays.

### K. NOTICES

All written notices from us will be effective when we have mailed them or delivered them to your last known address in Gale CU'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 Gale CU. 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 Gale CU accounts and any future changes to those regulations.

### L. NOTICE OF ATM/DEBIT CARD AND NIGHT DEPOSIT FACILITY

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- 1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- 2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- 3. Compare your records with the account statements you receive.
- 4. Don't lend your ATM card to anyone.
- 5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- 6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- 7. Prevent others from seeing you enter your PIN by using your body to shield their view.
- 8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- 9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- 10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- 11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- 12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.

### M. CONFIDENTIALITY AND PRIVACY

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

- a. where it is necessary for completing transfers; or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c. in order to comply with government agency or court orders; or
- d. as explained in the separate Privacy Disclosure.

### N. 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:

• Call us at: 309-343-1777

- Electronically through Gale CU 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;
- Visit our website at <u>www.galecu.net</u> for additional information

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 10 business days (5 business days for VISA,-branded debit card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account or foreign-initiated transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transactions) to investigate your complaint or question.

If we decide to do this, we will credit your account within 10 business days (5 business days for VISA,-branded debit card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account, or a foreign-initiated transactions) 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 90 days after the first deposit is made, unless each of you already has an established account with us before this account is 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.

### O. 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 Gale CU. 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 Gale CU 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 Gale Credit Union (Gale CU). It only applies to the availability of funds in transaction accounts. Gale CU 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.

### A. 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 close of business, 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 our business has closed for the day, or at the night deposit box on a day or time we are not open, we will treat the deposit as made on the next business day we are open.

For Gale CU 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 Gale CU 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.

### B. 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. The first \$225 of your deposit, however, may be available for withdrawal on the same business day of your deposit. If we are not going to make all of the funds from your deposit available for withdrawal 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. Gale Credit Union may place a hold on your Gale CU Visa credit card payment for up to five days.

### C. 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:

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,525 on any one day.
- c. You redeposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. 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.

### D. SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 90 days your account is open:

- a. 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.
- b. 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.
- c. Gale CU does not accept third-party checks or counter checks for deposit into new accounts.
- d. Your ability to utilize certain features of our online banking, mobile banking, automated phone banking, etc., may be limited.

### E. SPECIAL RULES FOR ABUSED ACCOUNTS

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

- a. 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.
- b. Funds from the deposit of personal and business checks will be available for withdrawal on the seventh business day after we receive the deposit.
- c. Gale CU does not accept third-party checks for deposit into abused accounts.

### F. DEPOSITS AT ATMS

Gale Credit Union does not accept deposits at Gale CU owned or other ATMs.

### G. 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.

### H. 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.

### I. LIABILITY

You are responsible for check you deposit that are returned to us unpaid and for any other problems involving your deposit even after we have made funds available and even after you have withdrawn the funds.

### TRUTH-IN-SAVINGS DISCLOSURE

The rates and terms applicable to your account at Gale Credit Union are provided in this Truth-In-Savings Disclosure. Gale Credit Union may offer other rates for these accounts from time to time. Except as specifically described, the following disclosures apply to all of the accounts at Gale Credit Union.

### **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 Gale Credit Union, Savings, Health Savings, Trust, UTMA Custodial Savings, Checking, Traditional IRA, Roth IRA, SEP IRA, and Coverdell Education Savings accounts, the Dividend Rate and Annual Percentage Yield may change from time to time at the discretion of the Gale Credit Union's Executive Team. For certificate accounts (share and IRA), the Dividend Rate and Annual Percentage Yield may change daily as determined by Gale Credit Union's Executive Team. The Dividend Rates and Annual Percentage Yields are the rates and yield as disclosed on the certificate up to the maturity date.

Current rates are available at Gale Credit Union.

### 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.

### 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. Quarterly Dividend Periods begin on the first calendar day of the year and end on the last calendar of the March and continues as such for each calendar quarter of the year.

### **ACCRUAL OF DIVIDEND**

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

### **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 Gale Credit Union 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. Share Savings accounts that have tiered rates, dividends are paid on the portion of the balance above the listed tier. Share Draft Checking accounts that have tiered rates, the dividends are paid on the full account balance when the minimum average balance is met for the period.

### 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.

### **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. Inactive Statement fee may apply when aggregate balance is below \$100, no loans or VISA credit cards are open, and no activity on any accounts has occurred in 180 days.

### LAST DIVIDEND DECLARATION DATE

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

### RATE SCHEDULE

	DIVIDENDS				BALANCE REQUIREMENTS				
ACCOUNT TYPE	Dividend Rate / Annual Percentage Yield (APY)	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 to Calculate Dividends	ACCOUNT LIMITATIONS
Membership Share Savings	See Current Rate Schedule	Quarterly	Quarterly	Quarterly (calendar)	\$5.00		\$100.00	Average Daily Balance	Transfer & withdrawal limitations apply.
Share Savings	See Current Rate Schedule	Quarterly	Quarterly	Quarterly (calendar)			\$100.00	Average Daily Balance	Transfer & withdrawal limitations apply.
Youth Savings	See Current Rate Schedule	Quarterly	Quarterly	Quarterly (calendar)			\$25.00	Average Daily Balance	Transfer & withdrawal limitations apply.
Platinum Savings	See Current Rate Schedule	Quarterly	Quarterly	Quarterly (calendar)			\$2,500.00	Average Daily Balance	Transfer & withdrawal limitations apply.
Christmas & Vacation Club Savings	See Current Rate Schedule	Quarterly	Quarterly	Quarterly (calendar)			\$100.00	Average Daily Balance	Withdrawal limitations apply
Health Savings Account	See Current Rate Schedule	Quarterly	Quarterly	Quarterly (calendar)			\$100.00	Average Daily Balance	
Share Checking	See Current Rate Schedule	Monthly	Monthly	Monthly	\$25.00		\$5,000.00	Average Daily Balance	
Platinum Checking	See Current Rate Schedule	Monthly	Monthly	Monthly	\$25.00		\$10,000.00	Average Daily Balance	
IRA, ROTH IRA, & Educational IRA	See Current Rate Schedule	Quarterly	Quarterly	Quarterly (calendar)	\$500.00		\$500.00	Average Daily Balance	
Certificates of Deposit	See Current Rate Schedule	Quarterly	Quarterly	Quarterly (calendar)	\$1,000 to \$10,000		\$1,000 to \$10,000	Compound	Renewable based on certificate terms No additional deposits

Additional details and information provided at account opening and upon request by the member.



Gale Credit Union membership is open to those who live or work in Knox, Warren, Henderson, Mercer, Henry, or Stark County, Illinois.

631 North Henderson St. Galesburg, IL 61401

309-343-1777 www.galecu.net

### WIRE TRANSFER REQUEST AGREEMENT AND DISCLOSURE

Upon your request, you authorize Gale Credit Union (Gale CU) 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. Gale CU 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 Gale CU's control. Gale CU is not liable for consequential, special or exemplary damages or losses of any kind.

In most instances, wire transfer requests cannot be cancelled. Efforts to act on requests for cancellations will be made, but Gale CU is not liable if, for any reason, the wire transfer request is not amended or cancelled. You agree to reimburse Gale CU 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 Gale CU determines that the recipient has not received the funds and the funds are returned to Gale CU. 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 2:00 pm Central Time (CT) will be transmitted that same business day. Domestic wire transfer requests received after 2:00 pm CT may 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 may 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. Gale CU and the receiving financial institution may process the wire transfer request based only on the account number(s) and other information listed.

Gale CU is not responsible for incorrect recipient information conveyed and/or listed on the wire transfer request. You agree to hold Gale CU harmless if the recipient information you convey to us is incorrect or incomplete.

Wire transfer requests are subject to Gale CU'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 cancelled by Gale CU. 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, Gale CU will send the funds in U.S. dollars. They may be converted into the appropriate foreign currency by the financial institution that transmits Gale CU'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 Gale CU's error. It is your responsibility to monitor your account and statements for any errors or discrepancies regarding wire transfers.

FACTS	WHAT DOES GALE CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depends on the product or service you have with us. This information can include:
	■ Social Security number and account balances
	■ Overdraft history, credit card or other debt and credit history
	■ Transaction history and payment or loss history
	When you are <i>no longer</i> our member, we continue to share your information as described in this notice.
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Gale Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Credit Union share?	Can You limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For our nonaffiliates to market to you	Yes	Yes

<b>Questions</b>	?
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Call 309-343-1777 or go to www.galecu.net

What we do				
How does Gale Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.			
How does Gale Credit Union collect my personal information?	We collect your personal information, for example, when you:  open an account or apply for a loan show us your driver's license or identification provide us with account information use your debit or credit card or pay your bills We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.			
Why can't I limit all sharing?	Federal law gives you the right to limit only:  sharing for affiliates' everyday business purposes—information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.			

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Gale Credit Union has no affiliates
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Nonaffiliates we share with can include insurance companies, government agencies, plastic card processors (credit/debit/ATM), financial statement publishers or printers, mortgage service companies, consumer reporting agencies, data processors, check/share draft printers and direct marketing companies
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.      Our joint marketing partners include credit card companies, insurance companies, and financial service companies such as CUNA Mutual Group.

## Other important information

Gale Credit Union 631 North Henderson St. Galesburg, IL 61401 309-343-1777 www.galecu.net

# Gale Credit Union

631 North Henderson St., Galesburg, IL 61401

309-343-1777

Service Fee Chart	Effective:	June 20, 2019		
Sharedraft Checking Service Fees	Fee	Details		
Cashier Check	\$3.00	each check		
Check Cashing Fee	\$3.00	each		
Overdraft Checking or ACH Fee	\$27.00	each occurance		
Return Deposited Check Fee	\$27.00	each occurance		
Daily Overdrawn Balance Fee	\$1.00	\$15 max each occurance		
OD Protection - Savings to Checking	\$5.00	each, 1st 6 free per month		
Stop Check Payment Fee	\$20.00	each occurance		
Stop Cashiers Check Fee	\$20.00	After 90 days wait period		
Foreign Check Processing	\$15.00	each check		
Copy of Cleared Check	\$5.00	each check		
Other Service Fees	Fee	Details		
Statement Copy	\$3.00	each month		
Account History Print Out	\$1.00	each month		
Fax Fee	\$1.00	per page, 1st 2pg Free for Members		
Incorrect Address Fee	\$5.00	each occurance		
Reg D Over 6 W/D from Savings	\$2.00	each W/D or transfer		
Inactive Account Statement Fee <\$100*	\$1.00	per month after 6 months no activity		
Dormant Account Fee Processing	\$50.00	each occurance (3 years dormancy)		
Account Closure within 90 days	\$5.00	each occurance		
Foreign ATM Withdrawal Fee	\$3.00	Non-member use of GCU ATM		
Member Use of Foreign ATM	\$0.00	We do not charge our members		
Replacement ATM / Debit Card	\$10.00	each occurance		
Coin Service Fee	5%	Amounts over \$20, charge 5% of total		
Incoming Wire Transfers	\$15.00	each wire		
Outgoing Wire Transfers	\$25.00	each wire		
International Wires	\$45.00	each wire		
VISA (GCU Cards) Cash Advance Fee	\$5.00	each advance - collected on VISA Bill		
Account Reconciliation Fee	\$20.00	minimum, \$20 per hour after		
Garnishment or Levy	\$25.00	each occurance		
IRA Transfer / Rollover (Close)	\$25.00	each occurance		
Health Savings Account Annual Fee	\$25.00	Assessed in January		
CD Early Withdrawal Fee	Varies	See Certificate Terms		
Gift Card Fee	\$5.00	each card		
Travel Money Cards - Prepaid	\$3.00	each card		

<sup>\*</sup> Inactive Account Statement Fee - Assessed when an account has had no activity for 6 months, the balance is under \$100.00, and the member does not have any open loans, credit cards, certificates, or other active share accounts.

Please contact Gale Credit Union for more details regarding our fee schedule.