



everwise

CREDIT UNION

110 South Main Street  
South Bend, Indiana 46601

# Consumer Terms and Conditions

*including Common Features*



# TERMS AND CONDITIONS OF YOUR CONSUMER ACCOUNT

Everwise Credit Union • 110 S. Main Street,  
P.O. Box 1395, South Bend, IN 46601 •  
(800) 552-4745 • everwisecu.com

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## TERMS AND CONDITIONS OF YOUR CONSUMER ACCOUNT

**AGREEMENT** - This agreement ("Agreement"), along with any other documents we give you pertaining to your consumer accounts, is a contract between you and Everwise Credit Union. This Agreement establishes rules which control your consumer accounts with us. Please read this Agreement carefully and retain it for future reference. If you open an account (whether in-person, electronically, or by any other method permitted by us) or continue to use an account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this Agreement. This Agreement only applies to consumer accounts. All business or commercial account holders are required to enter into the Everwise Commercial Account Agreement. If you have any questions, please ask us.

This Agreement is subject to applicable federal laws, the laws of the state of Indiana and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this Agreement is to:

(1) summarize some laws that apply to common transactions; (2) establish rules to cover transactions or events which the law does not regulate; (3) establish rules for certain transactions or events which the law regulates but permits variation by Agreement; and (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested. If any provision of this Agreement 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 this 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 Agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this Agreement the words "you" and "your" mean the account holders and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account and the words "us," "we," "our," "Everwise" and "Credit Union" mean Everwise Credit Union. A "business day" shall mean every day the Credit Union is open to transact business except Saturday, Sunday, or Federal holidays. The current business day ends when the branch office closes or as posted in each individual location. The headings in this Agreement are for reference only and shall not be deemed a part of this Agreement and do not affect the interpretation of this Agreement. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Use of "including" shall mean "including, but not limited to." Use of the singular form shall include the plural and vice versa, as the context requires.

**ARBITRATION AND CLASS ACTION WAIVER** - Please note that this Agreement contains a binding **CONTRACTUAL STATUTE OF LIMITATIONS, ARBITRATION AND WAIVER OF CLASS ACTION** section which affects your rights with respect to any claims or disputes by or against Everwise Credit Union in connection with any services you receive from us, unless otherwise agreed to in writing. Please closely review the **CONTRACTUAL STATUTE OF LIMITATIONS, ARBITRATION AND WAIVER OF CLASS ACTION** section of this Agreement.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our 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 items or a copy of an item(s). Dividends are based on our current earnings and available earnings, after providing for required reserves.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms and conditions 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. 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.

Except as otherwise stated in the Contractual Statute of Limitations, Arbitration and Waiver of Class Action section of this Agreement, 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.

We will only disclose information to third parties about your account or about you as permitted in this Agreement, by any applicable laws, or when we are attempting to collect an obligation owed to us.

**GOVERNING LAW AND JURY WAIVER** - This Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the laws of the State of Indiana without reference to provisions relating to conflict of laws. In the event the parties do not elect to resolve disputes through use of arbitration pursuant to the **CONTRACTUAL STATUTE OF LIMITATIONS, ARBITRATION AND WAIVER OF CLASS ACTION** section of this Agreement, both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties under this Agreement, or any Related Agreement.

**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 endorsement or lack of endorsement 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 endorsement, claim of alteration, encoding error, counterfeit cashier's check 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. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. 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 or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

**Erroneous Deposits to Your Account** - If a deposit or other credit is made in error to your account that you are not entitled to (whether check, cash, automated clearing house (ACH), wire transfer or otherwise), you understand that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account you agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit and any costs and fees stated in this Agreement.

**Check Cashing Terms** - We have the right to require all checks being cashed by you to first be deposited into your account before any cash is disbursed.

**Currency Exchange Terms** - We have the right to require you to deposit all currency into your account before completing your exchange currency request.

### **WITHDRAWALS -**

**Important terms for accounts where more than one person can withdraw** - 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. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**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 by our policy, 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 your account as another type of 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.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**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 Transfer Act and Regulation E. 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 signatures or otherwise examine the original check or 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.

**NON-Member Presenters of Checks** - If a non-member wishes to cash your check, you understand that we may require the non-member to present non-expired government issued identification. If the non-member refuses to present or fails to have proper identification, we have the right to refuse to cash the check. Everwise is not liable to you due to the non-member's refusal to comply with our check cashing procedures.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds ("NSF") is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when a check or transaction is presented for payment when your Current balance is insufficient to pay it but we pay (cover) the transaction anyway. A "transaction" is sometimes referred to as an "item" in this Agreement, and means any credit, deposit, withdrawal, funds transfer, order, payment request, payment purchase via Point of Sale ("POS") transaction or otherwise, or other instruction relating to any account or account service provided by the Credit Union. An NSF transaction is slightly different. In an NSF transaction, we do not pay (cover) the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you qualify and use our Courtesy Pay Program and we pay a transaction when your Current balance is insufficient to pay it, we will consider that an overdraft. We treat all other transactions when your Current balance is insufficient to pay it as an NSF transaction, regardless of whether we pay the transaction or the transaction is rejected.

**Balance information** - Keeping track of your balance is important. You can review your Current balance and your pending transactions via Online Banking, Mobile Banking, Branch visitation, ATM or by calling (800) 552-4745. We encourage you to keep careful records of all your current and future deposit and withdraw transactions in date order according to when you have initiated them to be processed. Your personal record is your best way to determine the amount of funds available for use. We only have knowledge of posted or authorized but still pending transactions. We do not have knowledge of other transactions you have initiated. Also, your records should be balanced no less than monthly with your Everwise monthly statement. This process will help you to immediately identify errors and avoid incurring overdraft or non-sufficient fund fees.

**Current Balance** - Your Current balance is the total amount of funds in your account. It reflects payment transactions that have "settled" (been paid, or posted) to your account, but not payment transactions that have been authorized but are pending. It also reflects the full amount of all deposits, even though some portion of a deposit, may be on hold and may not be available to you. Thus, while the term "Current" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any pending purchase transactions, payments, and fees that have not yet posted will not appear in your Current balance. All references to "available funds," "sufficient balance," "sufficient funds," and "insufficient funds" in this Agreement refer to, and are based on, this definition of Current balance.

**Pending Transactions** - Pending transactions are transactions that have been authorized for payment but have not yet settled (paid or posted). We don't control the sequence or time period in which the pending transactions will settle (paid or posted). Pending transactions also reduce the amount available for additional debit card payment authorizations and ATM withdrawals.

**Determining your Balance, Current Balance, and Pending Transactions** - When you view your account monthly statement, it will indicate a balance after each settled transaction. When you view your account records via Online banking or Mobile banking your balance is indicated as Current balance. When you view your account via Online and Mobile banking, you will also see Pending transactions. Pending transactions are your purchases that have been authorized for payment but have not yet settled on your account. There are many transactions that will affect your access to the funds in your account. Many of these transactions are beyond our control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business. Also, we may place holds on various deposits as explained in the Section in this Agreement on Funds Availability and elsewhere.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw the Current balance of your account. We assess overdraft fees if the Current balance of your account is insufficient to pay a transaction at the time it is presented to us for settlement (payment or posting). However, the fact that we may honor withdrawal requests that overdraw the Current balance of your account 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, or not paying, discretionary 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 (sometimes referred to as "everyday") 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.

**Additional Overdraft Circumstances and Limitations Defined** - It is very important to understand that you may still overdraw your account even though the Current balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your Current balance may not reflect all your outstanding checks and automatic bill payments that you have authorized or other outstanding transactions (such as pending transactions) that have not settled (paid or posted) to your account. These items will not be reflected in your Current balance until presented to us and settled (paid or posted) to your account. In addition, your Current balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit the one-time transaction for payment within three (3) business days of authorization (for certain types of debit card transactions), we must release the authorization hold on the transaction. This transaction (which has not settled) will no longer appear as pending, your account via Online or Mobile banking will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. Although clearing times for debit card transactions range from 0-5 days, merchants choose the system by which they process their transactions and how frequently they do so. We have no control over how and when transactions are presented to us to be paid. Even though a merchant does not submit the transaction for payment within 3 business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants. Your account will be considered overdrawn regardless of the amount by which your Current balance is below \$0.00, or how long it remains below \$0.00. Some third party online services will submit a de minimus or "micro" transaction for an amount as small as \$0.01 or \$0.02 to your account to confirm your enrollment in their services are not fraudulent, and then upon payment of their transaction, immediately issue a credit to your account in the same amount. If your Current balance is insufficient at the time the transaction is presented to us and settled (paid or posted) it will be considered overdrawn and we may assess you an overdraft or NSF fee.

**Overdraft Fees** - Fees may be assessed with each item paid by overdraft based upon your Current balance. No overdraft fee will be assessed on ATM and everyday (one-time) PIN-based debit card transactions unless you have opted into ATM and Everyday Debit Card transactions (Reg E) service. The merchant informs the Credit Union if a debit card transaction is a one-time (PIN-based) or recurring (non-PIN based) transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft. Any overdraft fee is assessed and deducted from your Current balance at the time the item is settled (paid or posted) to your account.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than your Current balance, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment request may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. Every time a transaction is resubmitted for payment it is considered a new transaction. You agree that we may charge you an NSF fee each time a payment is returned if the Current balance of your account is not sufficient to cover the payment, regardless of the number of times the payment is returned.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to settle (be posted or paid). This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still settle (be posted or paid) against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

**Funds availability** - Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account 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 times 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 Current balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your Current account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. We can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. It is your obligation to ensure that your Current balance is sufficient at all times to cover the transactions you make - including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed an "authorized amount" by you and the authorized amount will not be available via your account until after your bill is finally settled with such merchants, which can cause an insufficient funds situation in your accounts. Even if your bill is satisfied with another form of payment, the merchant and/or retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your debit card when checking in at hotels or renting cars (which are the primary source of such holds and authorizations). This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, 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 your Current balance after the deduction of the temporary hold amount, 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 the Current balance of your account would have been sufficient to pay the transaction if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - The order in which items are paid is important if the Current balance of your account is insufficient for payment. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Note that items may not be processed in the order they are received.

Our policy is to process items such as Automated Teller Machine ("ATM") transactions, Debit Card transactions, Teller transactions, Telephone and On-line (Internet) transactions, and Wire Transfers in real time as they occur throughout the day. We process Remote Deposit Capture Transaction items, which have been approved, throughout the day. Automated Clearing House ("ACH") transactions, which may be sent to us several times a day, are processed in accordance with NACHA Rules. We process Bill Payment transactions together with ACH payments. We process on-us checks in the order received for the day on which they are processed. We process Share Drafts or Checks and similar items according to the dollar amount with the smallest items settled (paid or posted) first for the day on which they are processed. We process scheduled transfers after close of business on the day the member designates for payment except Online Banking transfers which are processed the morning of the scheduled transfer.

If one or more checks, items, or transactions are presented for payment when your Current balance is insufficient to pay it, we may, at our discretion pay the item (creating an overdraft) or return the item for insufficient funds. You will be charged an NSF or overdraft fee according to our fee policy. We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere as are your rights to opt-in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. 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. 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)** - This 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 Account/In Trust For (pursuant to the Multiple Party Account statutes in *Indiana Code* ch. 32-17-11 et. seq.)** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries 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 all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The persons creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Pay-on-Death Account with LDPS (pursuant to the Transfer on Death Property Act statutes in *Indiana Code* ch. 32-17-14 et. seq.)** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless all persons creating the account die. If a named beneficiary does not survive all persons that created the account, that beneficiary's right to a transfer on death transfer belongs to that beneficiary's lineal descendants per stirpes (LDPS) who survive all persons that created the account. LDPS means that group of people that are the lineal descendants of a beneficiary who will take, in place of the beneficiary they have survived, the beneficiary's share as determined under Indiana law. In order for a lineal descendant to take in place of a beneficiary, the lineal descendant must survive the death of that beneficiary. The persons creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Pay-on-Death Account No LDPS (pursuant to the Transfer on Death Property Act statutes in *Indiana Code* ch. 32-17-14 et. seq.)** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries 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 all persons creating the account, beneficiaries will own this account in equal shares unless otherwise designated in writing, without right of survivorship. The persons creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Additional Transfer on Death Property Act Rules** - If there are multiple primary beneficiaries and a primary beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving primary beneficiary is allocated among the surviving primary beneficiaries in the proportion that their shares bear to each other. If there are no surviving primary beneficiaries and there are no substitutes for the nonsurviving primary beneficiaries under the LDPS rules, the property belongs to the surviving contingent beneficiaries in equal shares or according to the percentages or fractional shares stated in the designation. If there are multiple



contingent beneficiaries and a contingent beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the non-surviving contingent beneficiary is allocated among the surviving contingent beneficiaries in the proportion that their shares bear to each other. If no beneficiary survives all persons creating the account, the property belongs to the estate of the owner unless directed to a substitute beneficiary under the LDPS rules.

**Name Change** - We may honor your request to change your name after you have met all Federal and State requirements, such as but not limited to updating your social security number and any State and/or Federal identification documents. You also understand that by changing your name it does not change your ownership/status in any way, and further understand that your request specifically amends each membership and account accordingly. You understand that by changing the signature on your account this does not change your account ownership/status in any way, and you further understand that your request specifically amends each account signature card accordingly. Except as expressly addressed herein the name change or signature change does not in any way alter or change your existing agreements or certifications with/to Everwise Credit Union. We will report information concerning your accounts using your new legal name. Checks; access devices; or other items will be printed/imprinted using the new legal name or a variation of your legal name you wish to use; however, we shall not in any way be prohibited from processing any orders or transactions; responding to requests that we are legally required or entitled to respond to or otherwise recognizing matters directed to your prior legal name where it is otherwise appropriate or required that we do so.

**STOP PAYMENTS** - 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 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 the most effective way for us to execute a stop-payment order is by using an automated process, 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. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us.) 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 it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

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).

**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. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change our bylaws and this Agreement at our sole discretion, and at any time by adding new terms, deleting, or amending existing terms, or making any other changes in compliance with applicable law.

For such changes, we will usually give you reasonable notice in writing or by any other method permitted by law; however, we may also on occasion make changes to this Agreement without notice to the extent permitted by applicable law.

We may also suspend or terminate a service or close this account at any time, including if your membership terminates, upon reasonable notice to you and, if we close the account, tender of the account balance personally or by mail.

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. If we have notified you of a change to this Agreement and you continue to have your account after the effective date of the change, you have agreed to the Agreement as changed, including all new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Only a joint tenant can close an account.

Items presented for payment after the account is closed may be dishonored.

Note: Rules governing changes in dividend (or interest) rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**Membership Termination** - You may terminate your membership by giving us notice and complying with the policies and procedures of the credit union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions. You further agree that we can terminate your membership for cause based on any of the circumstances defined in this Agreement. Upon termination, no transactions will be allowed.

**Denial of Membership** - You understand that we may immediately limit or suspend any services to a member in default on any obligation to us, or who causes a loss to the credit union, commits fraud or any other misdeed against the credit union or against a person on the premises of the credit union. We may thereafter cancel your membership in compliance with applicable law. After a termination or withdrawal of membership under this section, the former member has no rights in the credit union. However, the termination or withdrawal does not release the former member from any remaining liability to the credit union.

**Limitations on Account and Services for Members who Reside in Foreign Countries or Territories or in Certain US States:** For the laws of Foreign Countries or Territories or certain U.S. states: We may limit, refuse, close or terminate any account or service if we deem it to be in Everwise's best interests to not provide accounts or services due to potential exposures or obligations under non-United States laws, rules or regulations. For certain states as determined by us from time to time, we may also limit, refuse, close or terminate any account or service if we deem it to be in Everwise's best interests due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**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 any notice in time to have a reasonable opportunity to act on it. If a 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. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file and/or by email addressed to the email address we have on file. If there is any change in your mailing address or e-mail for delivery of notices you agree to notify us immediately. You acknowledge and agree that unless you notify us of a change in your mailing address or e-mail for delivery of notices, any notices we deliver to the mailing address or e-mail on file will be deemed effective. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) or alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) 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 or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error, fee assessments, and other charges for services. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements 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., online, mobile, 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.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

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

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - 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 available legal remedy to recover the amount of our liability.

**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.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of set off to, and a security interest in, all of your accounts to secure the debt. Debts include, but are not limited to, any debts you owe to us or any of our affiliates (either now or in the future), any overdrafts or fees you owe, as well as amounts owed us by another person or entity if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your accounts to pay all or part of the debt. If your account is a joint account, we may use the funds in the joint account when permitted by law to pay the debt of any account owner, and 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 are entitled to 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. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits). If you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefit to the extent permitted by law.

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, dividends, and any funds in your account 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. 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.

**AUTHORIZED SIGNER** - 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.

**RESTRICTIVE LEGENDS OR ENDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement 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. 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 endorsement.

**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.

**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.

**CHECK PROCESSING** - We process items mechanically by relying almost exclusively 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 endorsed 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 endorsements unless you notify us in writing that the check requires multiple endorsements. 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.

**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 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.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1½" of the "trailing edge" of a check. Endorsements 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 endorsement information within 1½" of that edge.

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

These endorsement 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 accounts 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.

**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.

**CREDIT VERIFICATION, REPORTING AND OTHER INQUIRIES** - You agree that we may verify identity, credit and employment history by any necessary means for purposes of determining if we should open, maintain, collect, or close your accounts. You agree we may request preparation of a credit report by a credit reporting agency for this purpose. We may report information about your account to third parties such as credit reporting agencies or bureaus, and to any other persons or agencies who in our judgment have a legitimate purpose under applicable law for obtaining information. Late payments, missed payments, insufficient funds transactions or other defaults on your loan and share/share draft/checking accounts may be reflected in your credit report. Please refer to our complete privacy statement and terms of use at everwisecu.com for additional information regarding obtaining and providing information about you and your accounts."

**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 (defined as a "Legal Action" for purposes of" this section only), we will comply with that Legal Action as required by applicable law. However, nothing in this Agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such Legal Action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account or transfer the funds into your savings account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is 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 and applicable law. 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, unless otherwise prohibited by applicable law. Our fee schedule may specify additional fees that we may charge for responding to certain Legal Actions.

**ACCOUNT SECURITY -**

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., a Debit card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers 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 or information 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.

**FRAUDSTERS OFTEN ATTEMPT TO IMPERSONATE CREDIT UNION EMPLOYEES TO OBTAIN MEMBER INFORMATION INCLUDING BUT NOT LIMITED TO USER ID'S AND PASSWORDS TO THEN COMMIT FRAUD. NO EVERWISE EMPLOYEE WILL CONTACT YOU VIA ELECTRONIC MESSAGE OR PHONE REQUESTING YOUR USERNAME OR PASSWORD, NOR SHOULD YOU PROVIDE IT TO ANYONE UNLESS YOU INTEND TO ALLOW THAT PERSON ACCESS TO YOUR ACCOUNTS. YOU AGREE THAT IF YOU GIVE YOUR USERNAME OR PASSWORD TO AN UNAUTHORIZED USER UNDER ANY CIRCUMSTANCES, EVERWISE WILL HAVE NO LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSSES YOU OR WE MAY INCUR.**

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 fund 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, 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. You will not be responsible for such transactions if we acted in bad faith or to the extent our gross negligence contributed to the loss. Such services include commercially reasonable security procedures. 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:** Everwise monitors all accounts. If during this review, any high-risk deposit or unsatisfactory account handling transactions are identified, we will review the account and if deemed necessary restrict transactions or close the account.

**Right to Restrict:** Everwise reserves the right to restrict or deny certain high-risk transactions, including, but not limited to, specifically money services businesses, internet gambling, or marijuana/hemp/CBD related transactions.

**Cell Phone:** Per your carrier message and data rates may apply. If a cell number or text contact (together "contact") is provided or if you later provide such to the us via other communications including online banking or social media, you consent and agree that we may use this contact to provide information to you about your accounts and services, to reply to any inquiry, or to provide other information via calling, texting or otherwise. This contact may be by dialing the cell phone, auto dialer, text or robo text methods. You understand that this consent is not required to obtain any loan or services from Everwise and that you have the right to revoke consent for any and all contacts provided at any time.

**INSTRUCTIONS FROM YOU** - 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, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, 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. Consent is not a condition to obtain our products or services.

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, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

**CONSENT TO RECEIVE TELEPHONE AND SMS/TEXT COMMUNICATIONS** - You authorize Everwise, its service providers, and affiliates to contact you at the wireless or landline telephone numbers you provide to us through the use of voice calls, voicemail or SMS/text messages to communicate with you about your account, applications, to collect any amounts you owe Everwise, provide access codes, and/or provide fraud, security breach, or identify theft alerts. You agree that these communications may utilize prerecorded or artificial voice messages or automatic telephone dialing systems. Message and data rates may apply to SMS/text messages. You may revoke consent or change your telephone number at any time by calling us during member service hours, (2) writing to us, or (3) visiting a branch near you.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, 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.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness 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 separately provided notice of penalty for early withdrawal for additional information.



**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. 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 information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**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.

**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 an item 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.

**FUNDS TRANSFERS** - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, 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 and other funds-transfer system rules, as applicable. 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 or other funds-transfer systems. 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.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction ("IAT") that they receive against the Specially Designated Nationals ("SDN") list of the Office of Foreign Assets Control. This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated by You.** You may initiate an electronic funds transfer to a third party. These transfers may use the ACH or other payments network and we may assess an expedited fee as described in our fee schedule. If you are initiating an electronic funds transfer to a third party at their request, you can avoid paying a fee if the third party initiates a request for payment to your account instead. By initiating any electronic funds transfer to a third party you acknowledge and agree that you may be able to avoid paying a fee to initiate a payment by instead authorizing the third party to initiate an electronic funds transfer from your account and wish to initiate an electronic funds transfer from your account to a third party regardless of less expensive alternatives.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may 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 (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). 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. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your share draft checking accounts.
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft checking accounts.
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds. Any fee the merchant may charge for a returned check or draft that is returned is separate from any NSF fee that we may assess in connection with any returned check or draft charge.

**Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at (800) 284-4725 or (574) 232-4714 using your personal identification number ("PIN") and your account numbers, to:

- transfer funds from share draft checking, share savings, line of credit, Money Market, or secondary share accounts to share draft checking, share savings, Money Market, secondary share, or Everwise consumer loan accounts.
- make payments from share draft checking, share savings, Money Market, or secondary share accounts to loan accounts with us.
- get balance information about share draft checking, share savings, line of credit, term share, Money Market, Everwise loan accounts, or Credit Cards.
- get withdrawal history about share draft checking, share savings, line of credit, Money Market, secondary share, or Everwise consumer loan accounts.
- get deposit history about share draft checking, share savings, line of credit, Money Market, or secondary share accounts.
- get transaction history about share draft checking, share savings, line of credit, Money Market, or Everwise loan accounts.

**USING YOUR EVERWISE DEBIT MASTERCARD®** - Use of your Everwise Debit Mastercard® means you agree to all terms in this Agreement, and the Mastercard® Rules as may be amended from time to time, and which are incorporated herein by reference. To the extent there are any inconsistencies between this Agreement and the Mastercard® Rules, the Mastercard® Rules will control. Upon receipt of your Everwise Debit Mastercard®, immediately sign the signature panel on the back of the card. Your Everwise Debit Mastercard® must be activated prior to use. Should you choose to not use your Everwise Debit Mastercard®, you may cancel it at any time for any reason, by contacting us using the information above. Then immediately and securely destroy the card by cutting it in half or shredding it. You must be an Everwise Member or joint owner, and have an open account to obtain an Everwise Debit Mastercard®. You understand that any joint owner has access to funds in your savings and checking accounts, as well as access to any other account options you enroll in. You understand that you remain responsible for repayment of any credit extensions, overdraft amounts, and/or fees incurred by either you or any joint owners.

Your Everwise Debit Mastercard® may be used to purchase goods and services (in person, by phone or by computer), get cash from a merchant (if merchant permits), or from a participating financial institution, and do anything you can do with a credit card (that a participating merchant will accept with a credit card) wherever the Everwise Debit Mastercard® is accepted. You may also use your Everwise Debit Mastercard® for the following: balance inquiries, funds transfers, cash withdrawals, deposits to your share draft checking account, Money Market account, and share savings account, and make payments from share draft checking, share savings or Money Market accounts to loan accounts with us. The daily transaction limit for purchases is \$5,000 for share checking accounts. The daily cash limit is \$200 (or the limit disclosed to you personally), which includes withdrawals at an ATM, manual cash at a financial institution, and cash back with a purchase at participating merchants. It is your responsibility to comply with all laws when using your Everwise Debit

Mastercard® and you agree not to attempt to log on to any website and make purchases using your Everwise Debit Mastercard® from any country under sanctions by the Office of Foreign Assets Control. Information regarding which countries are under sanctions may be obtained on the U.S. Department of Treasury website. Any attempt to log on to these websites and make purchases from one of these countries may result in your access to your Everwise Debit Mastercard® being restricted and/or terminated. You agree to hold us harmless for any damages or other liability arising from transactions initiated by you for the purpose of conducting illegal activity. We reserve the right to decline authorizations and/or cardholder disputes due to participation in transactions for activities we believe may violate law or pose significant risk to us or our members, such as illegal gambling.

**ATM Transfers - types of transfers and dollar limitations** - You may access your accounts by ATM using your Everwise Debit Mastercard® and PIN, to:

- make deposits to share draft checking, share savings, or Money Market accounts
  - you may deposit no more than \$10,000.00 per day
- get cash withdrawals from share draft checking, share savings, Money Market, or line of credit accounts
  - you may withdraw no more than \$200.00 per day (or the limit disclosed to you personally)
- transfer funds from share draft checking, share savings, or Money Market accounts to share draft checking, share savings, Money Market, or Everwise loan accounts
- make payments from share draft checking, share savings, or Money Market accounts to loan accounts with us; and
- get balance information about share draft checking, share savings, Money Market accounts or Credit Cards

Some of these services may not be available at all terminals.

**Types of Everwise Debit Mastercard® Point-of-Sale Transactions** - You may access your share draft checking accounts to purchase goods, (in person, by phone, or by computer), pay for services (in person, by phone, or by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$5,000.00 in transactions on a daily basis (other limits may apply)

**PIN-less Debit Transaction Processing.** We have enabled PIN-less debit transaction processing. This means you may use your Everwise Debit Mastercard® on a PIN-Debit Network\* (a non-Mastercard® network) without using a PIN.

The PIN-less debit network(s) for which such transactions are enabled are: Interlink and NYCE Networks.

Examples of the types of actions that you may be required to make to initiate a Mastercard® transaction on your Everwise Debit Mastercard® include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Mastercard® transactions are not applicable to PIN-less debit transactions. For example, the additional limits on liability (sometimes referred to as Mastercard's® zero-liability program) are not applicable to transactions processed on a PIN-Debit Network.

You may be eligible to add your Everwise Debit Mastercard® to Apple Pay™, Google Pay™, and Samsung Pay™.

Apple Pay, Google Pay, and Samsung Pay allows you to conveniently make purchases with your phone wherever Mastercard® contactless payments are accepted.

Please Note: In your Apple Pay, Google Pay, and Samsung Pay account, you will see a unique device account number listed under your Everwise Debit Mastercard®. This number improves security because it's only used with your device. Use this number whenever an Apple Pay, Google Pay, and Samsung Pay merchant asks for the last 4 digits of your card number.

Pay with Apple Pay, Google Pay, and Samsung Pay at participating merchants displaying the Apple, Google or Samsung or Apple Pay, Google Pay, and Samsung Pay symbols.

Additionally, Apple Pay, Google Pay, and Samsung Pay can be used with participating merchants displaying the Apple Pay, Google Pay, and Samsung Pay button when you're shopping with an app.

Apple Pay purchases you make with this card will be marked as "ApIpay" on your statements.

Google Pay purchases you make with this card will be marked as "API" on your statements.

Samsung Pay purchases you make with this card will be marked as "Samsung Pay" on your statements.

Please note that you may need to accept additional terms and conditions before accepting and using Apple Pay, Google Pay, and Samsung Pay.

**Liability for Failure to Complete Electronic Fund Transfers** - If we do not complete a transaction using your Everwise Debit Mastercard® on time or in the correct amount, when properly instructed by you according to the terms of this Agreement, we will be liable for damages caused by our failure, with some exceptions. We will NOT be liable in any of the following events:

- a. If, through no fault of ours, you do not have sufficient funds in your account to make the transfer or transaction.
- b. If you have an overdraft line and the transfer would go over the credit limit.
- c. If the funds in your account are subject to legal process, such as garnishment or attachment, or if the account is subject to a pledge or security agreement.
- d. If the ATM where you are making the transfer or transaction does not have enough cash.
- e. If the ATM was not working properly and you knew about the breakdown when you started the transfer or transaction.
- f. If, despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, or flood) prevent the transfer or transaction.

**Foreign/International Transactions** - Transactions using your Everwise Debit Mastercard® made in foreign countries will post to your account in U.S. dollars. The Mastercard® currency conversion procedures includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard®. The exchange rate Mastercard® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. Mastercard® charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard® charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard® Debit Switch in which the country of the merchant is different than the country of the cardholder. You may incur a Cross-Border Transaction fee if you order goods or services from a merchant that is outside of the United States, regardless of whether you are in the United States at the time of the transaction.

**Documentation of Transactions** - It is recommended that you obtain a transaction receipt at the time you make any transaction using your Everwise Debit Mastercard® at an ATM or POS terminal and retain the receipt copy for a period of at least 90 days. You will get a monthly account statement from us for your share draft checking accounts. You will get a monthly account statement from us for your share savings account unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

**Fees** - There is no fee for using your Everwise Debit Mastercard® to make a purchase at a merchant location; however, participating merchants may impose a fee for the cash-back portion of the transaction. Cash-back amount limits may vary depending on store policy. When you use an ATM not owned by us, you may be charged a fee by the ATM operator. Additionally, you may be charged a fee for a balance inquiry even if you do not complete an electronic funds transfer.

**Refusal to Honor Your Everwise Debit Mastercard®** - You agree Everwise is not responsible or liable for any merchant, financial institution, or other party that refuses to honor your Everwise Debit Mastercard®.

**Ownership and Cancellation of the Everwise Debit Mastercard®** - The Everwise Debit Mastercard® is the property of Everwise. Everwise has the right to cancel your Everwise Debit Mastercard® or revoke your Everwise Debit Mastercard® privileges at any time without notice to you.

**Disclosure of Information to Third Parties** - Everwise will disclose information to third parties about your Everwise Debit Mastercard® or share checking account or the transfers you make in any of the following circumstances: where it is necessary to complete the transaction; to verify the existence or conditions of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders; if you give us written permission; or in accordance with our privacy policy.

**Stop-Payment for Pre-Authorized Recurring Everwise Debit Mastercard® Transactions** - We can only honor stop-payment requests for transactions using your Everwise Debit Mastercard® on pre-authorized recurring transactions or services. If you have told us in advance to make regular payments out of your account, using your Everwise Debit Mastercard®, you can request us to stop any of these payments. Contact us using the information above in time for us to receive your request 3 business days or more before the

payment is scheduled to be made. If you call, we may also require you to confirm your request in writing within 14 days after you call. If you request us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Cardholder Liability for Unauthorized Transactions** - NOTIFY US AT ONCE if you believe that your Everwise Debit Mastercard® or PIN has been lost, stolen, or used (or may be used) without your authority. To report your Everwise Debit Mastercard® lost or stolen, or for service inquiries, please call (574) 284-6247 or (800) 552-4745. Calls may be monitored and/or recorded to provide improved member service. All other correspondence relating to this Agreement should be addressed to Everwise Credit Union, 110 South Main Street, South Bend, Indiana 46601. Information concerning the Everwise Debit Mastercard® may also be obtained at everwisecu.com.

The best way to minimize your possible losses is to contact us as soon as possible by calling us at the number above. You could lose all the money in your account (plus your maximum overdraft line of credit). You may also notify us in person at any branch or in writing using the address above.

**Timely Notice of Missing Everwise Debit Mastercard®** - If you notify us within 2 business days after you learn of the loss or theft of your Everwise Debit Mastercard® or PIN, your losses will be no more than \$50 if someone used your Everwise Debit Mastercard® or PIN without your permission.

**Delayed Notice of Missing Everwise Debit Mastercard®** - If you fail to notify us within 2 business days after you learn of the loss or theft of your Everwise Debit Mastercard® or PIN, your losses may be as high as \$500.

**Unauthorized Transactions on Statement** - If your statement shows transactions that you did not make or authorize, tell us AT ONCE. If you do not tell us within 60 calendar days after the statement has been made available to you, your losses for unauthorized transactions that occur after those 60 days may be unlimited until you actually notify us. You will only be liable for unauthorized transactions after the 60 days if we can demonstrate that we could have stopped the unauthorized transactions if you had notified us. Under certain circumstances, we may extend the notification time period. We advise you to safeguard your Everwise Debit Mastercard® and protect the integrity of your PIN. Granting use of the Everwise Debit Mastercard® to another person will make you financially liable for their use, loss, or misuse of the Everwise Debit Mastercard® until you report unauthorized use or transactions to Everwise.

**Additional Limits on Liability for Everwise Debit Mastercard®** - You will not be liable for any unauthorized transactions using your Everwise Debit Mastercard® if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

**Other Reasons for Dispute** - Disputed transactions that are not covered by our Error Resolution Process such as defective, damaged, or non-receipt of merchandise or services, or items received "not as described" will be handled at our discretion. Please first make a good faith attempt to resolve discrepancies with the merchant. If your good faith attempt is not successful, we may use our dispute resolution process to act on your behalf and pursue recovery of funds from the merchant, based on your statement supporting your claim, as well as any documentation we may request. We may not be able to recover your funds. We will report the results of the dispute resolution process to you within 120 days; however, we are not obligated to issue a provisional credit during the dispute resolution process.

**Merchant Credits** - Merchants and others who honor the Everwise Debit Mastercard® may give credits for returns or adjustments, which will appear as credits on your checking account statement.

**Advisory Against Illegal Use** - You agree not to use your card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. You agree not to attempt to log on to any website and make purchases using your Everwise Debit Card from any country under sanctions by the Office of Foreign Assets Control. Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to these websites and make purchases from one of these countries may result in your access to your Everwise Debit Card being restricted and/or terminated.

**Member Responsibility** - You further agree that you will be the only one to use the Everwise Debit Mastercard® assigned to you, and that you will not divulge, give, disclose or make available to any other person, even Everwise Credit Union employees, your Personal Identification Number either directly or indirectly at any time.

Personal Identification Number - Everwise Credit Union will issue to you a Personal Identification Number to be used with your Everwise Debit Mastercard® and you agree not to carry your secret Personal Identification Number with you at the same time as you carry your card. You further agree to use your best efforts to memorize your Personal Identification Number.

**Card Fraud Alerts**: You agree to provide us with a valid mobile number. You agree that we may send you text messages through your wireless provider. Card Fraud Alerts will be sent through U.S. carriers only and does not include international service. Everwise does not charge for Card Fraud Alerts, but you are responsible for all charges and fees associated with text messaging imposed by your wireless service provider. You understand and agree that text messages may include personal or confidential information about you such as your account activity or the status of your account. We shall not be responsible for the confidentiality, privacy or data security of any information sent to you through text messaging. You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages, or costs arising from your use of Card Fraud Alerts or from you providing us with a mobile phone number that is not your own. You agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Card Fraud Alerts service; any errors in such information; any action you may or may not take in reliance on the information; or any disclosure of account information to third parties resulting from your use of the Card Fraud Alerts service. Everwise will not be liable to you for special, indirect, or consequential damages.

#### Online Banking and Texting Transfers:

(Online, Mobile and Text Banking) You may access your accounts electronically: a) from a computer with internet access or; b) by installing the Everwise app on your mobile device. Visit everwisecu.com for more information on setting up each of these banking features. Once logged in, you can:

transfer funds from share draft checking, share savings, line of credit, Money Market, or secondary share accounts to share draft checking, share savings, Money Market, secondary share, or Everwise consumer loan accounts

make payments from share draft checking, share savings, Money Market, or secondary share accounts to loan accounts with us

make payments from share draft checking to third parties using the Bill Payment service

get balance information about share draft checking, share savings, line of credit, term share, Money Market, Everwise loan accounts or Credit Cards

get withdrawal history about share draft checking, share savings, line of credit, Money Market, secondary share, or Everwise consumer loan accounts

get deposit history about share draft checking, share savings, line of credit, Money Market, or secondary share accounts; and

get transaction history about share draft checking, share savings, line of credit, Money Market, secondary share, or Everwise loan accounts.

#### FEES

We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

#### DOCUMENTATION

**Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (800) 552-4745 to find out whether or not the deposit has been made.

#### Periodic statements.

You will get a monthly account statement from us for your share draft checking accounts. You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

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

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

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

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.



## CONFIDENTIALITY

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

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

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers and/or Fees, Call or Write us at the telephone number or address listed in this disclosure, 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 or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (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 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 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.

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## FUNDS AVAILABILITY POLICY

This policy statement applies to all checking account products.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

## LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the first business day, after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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.

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$6,725 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

You deposit a check that came from a non-U.S. financial institution.

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

## SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash made in person to one of our employees, wire transfers, checks drawn on Everwise Credit Union or a branch of Everwise Credit Union that is located in the same state or check processing region as Everwise Credit Union, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit. Also, funds from deposits of cash not made in person to one of our employees will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at ATMs we own or operate will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you will be available on the first business day after the day of deposit. Also, the first \$275 of a deposit will be available on the first business day after the day of deposit. Checks drawn on Everwise Credit Union will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

Funds from any deposits (cash or checks) made at ATMs we do not own or operate will not be available until the fifth business day after the day of your deposit.

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



## CONTRACTUAL STATUTE OF LIMITATIONS, ARBITRATION AND WAIVER OF CLASS ACTION

Please review this section titled **Contractual Statute of Limitations, Arbitration and Waiver of Class Action** (collectively, the "Arbitration Agreement") carefully: It affects your legal rights. Except for actions concerning non-payment, no action, claim, or arbitration relating to this Agreement may be instituted more than one year after the date upon which the aggrieved party becomes aware of the event giving rise to such action or claim. You and Everwise agree that both parties shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services Everwise has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with Everwise (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration Agreement, even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). You agree that we do not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, attachment, repossession, replevin, or foreclosure, but instead we may proceed in court for those judicial remedies without waiving any right to elect arbitration to resolve any claim or counterclaim you may make against us. This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

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

2. Effective Date. This Arbitration Agreement is effective at the time the new membership is opened.

3. Claims Arising Prior to Effective Date: THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.

4. Contractual Statute Of Limitations. Except for actions concerning non-payment, no Claim or arbitration relating to this Agreement may be instituted more than one (1) year after the event giving rise to such Claim.

5. Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. Everwise shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless the arbitrator has issued a decision in your favor on your Claim after an arbitration hearing, in which case, we will pay your attorneys' fees. However, if Everwise prevails, then you will not be required to pay its attorneys' fees and cost.

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

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

7. Exclusion. To remove any doubt, this Arbitration Agreement does not apply to: (i) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (ii) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.

8. Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason with the exception of the section titled Contractual Statute of Limitations, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

9. Survival: This Arbitration Agreement will survive termination of the Agreement.

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

### COMMON FEATURES

#### Bylaw requirements:

You must complete payment of one share in your Primary Share account as a condition of admission to membership. If at any time your balance falls below the par value of one share and you do not increase the balance to at least the par value of one share within ninety days of the reduction, you may be terminated from membership.

**Transaction limitation** - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D.

**Nature of dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. The dividend rate and annual percentage yield may change at any time, as determined by the Everwise Board of Directors. (This disclosure further explains the dividend feature of your non-term share accounts.)

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

**Accrual of dividends on non-cash deposits** - Dividends will begin to accrue on the first business day after the banking day you place non-cash items (for example, checks) into your account.

**EVERWISE CREDIT UNION**  
110 SOUTH MAIN ST.  
SOUTH BEND, IN 46601  
(800) 552-4745

