### MEMBERSHIP / TERMS & CONDITIONS / ACCOUNT AGREEMENT

This is the Agreement between you, the member, and Ideal Credit Union ("Credit Union"), regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

You should retain a copy of the agreement and feel free to call the Credit Union if you have any questions. In addition to your agreement with the terms and conditions set forth in this document, by establishing an account with the Credit Union you acknowledge receipt of and agree to the various terms separately provided to you with regard to Truth in Savings, Availability of Funds, and Electronic Fund Transfers (EFT) and Wire Transfer Disclosures. The various terms and conditions set forth in those documents are incorporated into this Agreement by reference. You also agree to abide by the Bylaws of the Credit Union.

This Agreement and those documents discussed above include certain disclosures required under the Truth-In-Savings Act and National Credit Union Administration and Federal Reserve Board regulations and commentary, the Electronic Fund Transfer Act (Regulation E), the Funds Availability Act (Regulation CC), Regulation D, and Uniform Commercial Code Article 4A.

Throughout this Agreement, the words "you" and "your" mean the member and any joint account owners or co-borrowers. The words "we", "our", "us", and "Credit Union" mean Ideal Credit Union.

Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

### **MEMBERSHIP**

Membership Eligibility. The Credit Union serves in its field of membership those applicants within Ideal Credit Union's common bond as defined in the Credit Union's Charter. If you live, work, worship, attend school or volunteer in Wisconsin Counties: Pierce or St. Croix; Minnesota Counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Wright or Washington counties, you are automatically eligible. Those outside the six-county area are also welcome to join through a family member, participating employer or, if you live or work in the state of Minnesota or Wisconsin, by making a \$5.00 donation to the John Miller Scholarship Fund. Once you join you can stay with Ideal Credit Union even if you change jobs, retire, or relocate.

Please review our Membership eligibility on the Ideal Credit Union website at www.Idealcu.com and/or speak with one of our service representatives to determine if you are eligible to join. Eligibility also includes Credit Union employees. If you retire, change jobs (outside the field of membership) or move to a new location, you may remain a member of the Credit Union. Only members in good standing may receive the benefits and services of the Credit Union.

Ideal Credit Union wants you to know that "once a member, always a member". Ideal Credit Union is organized under regulatory laws that are monitored and enforced by the National Credit Union Administration, an agency of the U.S. Government. A minimum deposit of \$1.00 to a Share Savings Account is required to become a member.

**Becoming a Member.** To become a member of the Credit Union, you must complete and sign a Membership Application and open a Share Savings Account. The basic share deposit that you must always keep in your Regular Share Account is \$1.00.

As a condition of membership, you must open and maintain the minimum balance in a Share Savings Account. We reserve the right to suspend services to a member who is not in good standing, which include, but are not limited to, members who: (i) are delinquent on any loan with this Credit Union; (ii) have a Regular Share Savings balance of less than the required account minimum; (iii) have caused any financial loss to this Credit Union; (iv) have any unresolved Non-Sufficient Fund fees outstanding, whether in regard to a deposit or otherwise; (v) have not paid the Credit Union any fees or costs owing to it; or (vi) have a negative balance in any account.

Credit Information. You authorize the Credit Union to investigate your credit standing when establishing membership and when opening and/or reviewing any Loan Account. We may report information about your loan account(s) to credit bureaus. Late payments, missed payments, or other defaults on your loan account(s) may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

Deposits Generally. After you have established your Regular Share Account, you may make additional deposits into that account, or establish other types of accounts as described herein, at any time and in any amount. Your accounts are not transferable except on the Credit Union's books and records. We may establish minimum amounts for deposits in your Regular Shares Account or any other accounts you have with the credit union.

You can make deposits in person, electronically, or by mail. At the present time, you can arrange to have one or more of the following deposits made directly to your accounts: (1) payroll deduction deposits, (2) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits. If you have a debit card, you can also make a deposit through one of the automated teller machines (ATMs) equipped to accept deposits.

If we deposit any funds into your account(s) by direct deposit, which should have been returned to the State or Federal Government for any reason, you authorize us to charge your account for the amount of those funds and return the funds to the issuing governmental entity. We may charge your account without providing prior notice, unless otherwise required by law, and return the funds to the issuing party. We may also charge your account for this type of transaction if so disclosed on our Fee Schedule.

If you have been given access to the Ideal Credit Union Digital Banking Service, you can also transfer funds from one account to another within this credit union.

If you have arranged to have direct electronic fund transfer deposits made to your account, you can call us at (651) 770-7000 or 800-287-0857 to find out whether or not the deposit has been made. In addition, you will receive an account statement showing all such direct deposits at least monthly. Your account statements will be admissible as evidence of the electronic fund transfer deposit or other transaction they represent in any action in a court of law.

All deposits are subject to proof and verification. If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal regulations. If there are special fees for collecting your deposit, you promise to pay them (see our Fee Schedule for a list of fees). We may deduct such fees directly from your account. If we feel there is a reason to do so, we may refuse, limit or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay interest on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest).

All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the credit union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees.

Withdrawing Money from Your Account. As long as you have money in the available balance in your account, and subject to any applicable state or federal laws and regulations and any specific terms of this Agreement, that money can be withdrawn from your accounts by any method approved by the Credit Union.

Fees. Any account may be subject to service charges in accordance with the Fee Schedule adopted by the Credit Union from time to time. You should refer to our Fee Schedule for a list of fees. These fees may be changed at our discretion. We will provide you notice of such changes in accordance with law

Transaction Limitations. With regard to your Share Savings or Money Market Account, during any month you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfers; transfers authorized by phone, fax, or online; and transfers by check, debit card, or similar order payable to third parties. If you exceed the transfer limitations herein, your account may be assessed additional fees and/or will be subject to closure. If you exceed the transfer limitations set forth above in any month with respect to one of your accounts, your account may be charged additional fees for any additional transactions, or that account will be subject to closure by the Credit Union. Please refer to the Truth-in-Savings Disclosure for more information regarding transaction limitations. The Credit Union reserves the right to require not less than 7 days advance notice nor more than 60 days advance notice from you of any withdrawals.

### SPECIAL TERMS REGARDING CHECKING ACCOUNTS

**Deposits Generally.** Once you have established your checking account, you may make additional deposits into those accounts at any time and in any amount subject to the terms of this Agreement. The above terms regarding "deposits generally" also apply to Checking Accounts, except as they may be modified by this section. All checks drawn on your Checking Account may be returned by us unpaid for any reason that checks are normally returned, such as, for example, insufficient funds, uncollected funds, or litigation.

**Minimum Balance.** There is a minimum deposit required to open a Checking Account. Please see the Truth In Savings disclosure and the Ideal Credit Union Rate Sheet for more information.

Withdrawing Money from Your Checking Account. As long as you have money in the available balance in your Checking Account, and subject to any applicable state or federal laws and regulations, those funds can be withdrawn from your account by written check or any other method approved by the Credit Union. The Credit Union, may at its discretion and according to the terms in the Overdraft section of this Agreement, permit you to withdraw funds that exceed the available balance in your Checking Account.

Checks must generally be ordered through the Credit Union. If checks are not ordered through the Credit Union, the Credit Union will assess a fee whenever problems in clearing such checks in an automated fashion arise. When you order checks through the Credit Union, the Credit Union will charge your account for the costs of said checks, which costs vary depending on the style of checks ordered. You may checks from the current styles available.

**Payment of Checks.** The Credit Union is under no obligation to pay a check which is more than 6 months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check.

Funds Availability. Funds from deposits you make into your Checking Account may not always be immediately available. Refer to our Funds Availability disclosure for more details.

Fees. As with all other accounts, your Checking Account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to our Fee Schedule for a list of fees. These fees may be changed at our discretion.

**Truncated Checks; Statements.** Your canceled checks will not be returned to you; they will become Credit Union property and be held by us ("truncated") for you. Your monthly statement will itemize your canceled checks by number, date of clearing and the amount of the check. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed. A copy of any check will be available to you as required by law. There may be a small fee to obtain a copy of a check (see the Fee Schedule for a list of fees).

### **OVERDRAFTS**

Overdraft(s). The Credit Union is under no obligation to pay a check you have written if it would result in the Checking Account being overdrawn (a check written against your Checking Account when the available balance is insufficient to cover the withdrawal request is known as an NSF Item), however, you agree to reimburse the Credit Union for funds advanced if the Credit Union does pay a check or other authorized transaction from your account(s), including any fee applicable for such an overdrawn account. You agree for yourself and the person or entity you represent if you sign as a representative of another, to the terms of this account and the fee schedule. You authorize us to deduct these charges directly from your checking account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

If this is a joint account (that is, if two or more people are parties to this account), all of the joint owners are jointly and severally liable to repay the Credit Union the amount of any overdraft and service charges, regardless which of the parties writes the check that creates an overdraft and regardless of which party benefits from the overdraft. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

Discretionary Privilege Pay. Ideal Credit Union may pay overdrafts within the discretionary overdraft privilege limits, but payment by Ideal Credit Union is a discretionary courtesy and not a right or obligation. The limits on this discretionary overdraft service for consumer and business checking accounts are dynamic, meaning they can change daily based on specific account activity. Any and all fees charged, including without limitation the non-sufficient funds fees, will be included in the dynamic daily limit. You agree to hold the credit union harmless for any and all liability that may otherwise exist if an overdraft payment does not occur. As a discretionary product, Privilege Pay can be removed from your account at any time without notice to you.

**Privilege Pay Disclosures.** These Privilege Pay Disclosures describe the circumstances when we (the Credit Union) will pay overdrafts in your checking account and charge you a Privilege Pay fee. "Overdraft" means there is not enough **available balance** in your checking account or any other account funds can be transferred from to pay for a transaction at the time it is presented to us for payment ("posts" to your account). If we pay for an overdraft, we will charge a Privilege Pay fee. The fee is described in our Fee Schedule, which is updated periodically.

If we decline to pay an overdraft transaction, such as when a check or ACH payment is returned unpaid, then we will charge an Non-Sufficient/Insufficient Funds (NSF) fee, which is the same amount as an Overdraft Fee.

**Note:** Transactions that are declined may be presented to Ideal again for payment multiple times until paid. As explained below, you may be charged an Overdraft fee or NSF fee each time a transaction is presented for payment, even if it was previously declined and a fee was previously charged. Please note that for ATM and one-time debit card transactions, you must affirmatively consent to this coverage. Without your consent, we may not authorize and pay an ATM or one-time debit card transaction that will result in negative available balance in your account.

The following is important information regarding your account balance, how transactions are posted to your account, and when an overdraft fee will be charged. You should read these disclosures carefully. If you have questions, please see a branch representative or call (651) 770-7000 or (800) 247-0857.

Your Checking Account Balance. Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your **actual** balance is the full amount of all deposits made into your account less payment transactions that have actually "posted" to your account. While the term "actual" 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. It does not reflect checks you have written or payments you have authorized, or holds on deposits that have not yet posted. For example, if you have a \$50.00 actual balance, but you just wrote a check for \$40.00, then your actual balance is \$50.00 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40. Also, the actual balance does not include holds that may be placed on checks you deposit. (See the section below on How Transactions Are Posted To Your Account.) Thus, if you deposit a \$1,000 check, your actual balance will increase by \$1,000 but only \$225 may be available for you to spend because there may be a hold on \$775 for a period of time.

Your available balance is the amount of money in your account that is available to you to use without incurring an overdraft fee The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on your account for \$20. Your actual balance would still be \$50.00 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20.

Available balance at the time a transaction posts to your account is used to determine when your account is overdrawn. The following example illustrates how this works:

Again, assume your actual and available balance are both \$100, and you swipe your debit card at a restaurant for \$60. A hold is placed on your account, so your available balance is only \$40. Your actual balance is still \$100. Before the restaurant charge is sent to us for processing, a check that you wrote for \$50 clears. Because you have only \$40 available (you have committed to pay the restaurant \$60), your account will be overdrawn by \$10, even though your actual balance is \$100 at the time the check is presented. In this case, we may pay the \$50 check, but you will be charged an

overdraft fee (the fee is described in our Fee Schedule, which is updated periodically). That fee will be deducted from your account, further reducing the available and actual balances. If the \$60 restaurant charge is then presented for payment, you will not be charged an additional fee because your available balance at the time the transaction was authorized was sufficient to cover the transaction, even though your available balance at the time the transaction is paid is not.

For most of your payment transactions—checks, ACH payments, ATM transactions, and some debit card PIN transactions (those made when you enter your PIN)—your available balance for purposes of determining an overdraft is measured at the time the transaction posts to your account. However, for debit card signature transactions, your available balance is measured at the time you present your card and at the time the transaction is presented to us for payment. In other words, if you have a \$50 available balance, but you swipe your card for \$60, then you will have a negative available balance at the time you reard is presented to the merchant. If we authorize the payment, then you may be charged a fee, unless you make a deposit and your available balance is sufficient by the time the transaction is posted. In other words, for debit card purchases to result in a courtesy pay fee, your available balance must be insufficient to cover the transaction at the time you present your card for a purchase and at the time the transaction is later posted to your account for payment with one minor exception. If the amount that is authorized is more than 50% less than the amount that the merchant presents for payment, and your available balance at the time of presentment is insufficient to cover the transaction, you will be assessed an overdraft fee. As an example, if you purchase gas with your debit card, gas stations may only authorize \$1.00. If the transaction then is presented for settlement for \$25.00, an overdraft fee will be assessed if you have opted in and your available balance is not sufficient to cover the \$25.00 amount presented even if your available balance was sufficient to cover the \$1.00 amount authorized.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all the outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

How Transactions Are Posted To Your Account. There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account

Credits. Most deposits are added to your account when we receive them. Your actual balance will reflect the full amount of the deposit at the time the deposit is made. However, for some checks you deposit, only \$225 will be included in your available balance at the time of deposit; the remainder of the deposit will be available two (2) business days later. There may be extended holds on checks over \$5,525. Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section of your Member Agreement entitled "Your Ability to Withdraw Funds."

**Debits.** There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- Checks. When you write a check, it may be processed through the Federal Reserve System or by other electronic means. We receive data files of cashed checks from the Federal Reserve or other electronic means each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high serial number (check number) as presented on the same day. If a check is returned for non-sufficient funds, the payee of the check may resubmit the check for payment once in paper form and a third time if the check is converted to an electronic check. The Credit Union treats these submissions as separate items or transactions and will assess an NSF fee each time one is presented against an insufficient available balance if the check is returned or an overdraft fee if it is paid.
- ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are paid as received. ACH transactions are governed by the rules and regulations of the National Automated Clearing House. Merchants may initiate up to two additional transactions if the first ACH transaction is returned for non-sufficient funds. The Credit Union treats these as separate items or transactions and will assess an NSF fee each time one is presented against an insufficient available balance if the ACH is returned unpaid and an overdraft fee if it is paid.
- Point of Sale (POS) Debit Card Transactions. These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- Signature Debit Card Transactions. These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally reduce the available balance in your account. We refer to this as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your actual balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. Please note: The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. As explained above, if the amount a merchant submits for payment is greater than 50% of the amount authorized, and your available balance cannot cover the amount presented, the Credit Union may assess an overdraft fee if you have opted in.

This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one fee if we pay multiple transactions when your account is overdrawn.

The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE CONTACT US AT (651) 770-7000 or (800) 247-0857.

Overdraft and Non-Sufficient Funds Fees (NSF). We will charge you a fee each time a payment is made on this account and that payment is returned for Non-Sufficient Funds, and each time that same payment is presented for payment with non-sufficient funds available to cover the payment, regardless of who initiates the re-presentment. The payment could be initiated by us or by you, or by the financial institution on whom the payment is initiated. So, you could be charged multiple times a Non-Sufficient Funds Fee for the same check or payment, or that same item is renegotiated with insufficient funds available to cover that check or payment. You should refer to our Fee Schedule for a list of fees.

### STOP PAYMENTS

If a Stop Payment Order expires and the item is subsequently presented, the Credit Union has no liability for claims and damages resulting from the Credit Union honoring or paying the item. We do not have to notify you when a stop payment order expires.

Stop Payment Order Request. You may request a stop payment order on any item drawn on your account. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the item. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action.

Automated Clearing House (ACH) Stop Payments: The credit union will not be responsible for stopping payment unless a request is received within a reasonable time for the credit union to act prior to final payment or other action or at least 3 business days before the schedule date of a preauthorized EFT. Credit Union's liability shall not, in any event exceed the amount of the Item described above. This Stop Payment Request is subject to the ACH rules. The Credit Union Member will reimburse the Credit Union for any loss it sustains in honoring this request. You agree to notify the Credit Union promptly upon issuance of any duplicate item, which replaces the item subject to this Stop Payment Request, or upon return of the original item.

ACH Stop payment orders include transfers for Electronic Check Conversion, Post-Dated Items, Recurring Preauthorized EFT & Single Preauthorized EFT transfers. If an ACH Stop payment order is for recurring EFTs (all future EFTs), you understand that you must obtain written confirmation of the revocation from the Originating Company listed above within 14 days. If you do not provide this written confirmation to the Credit Union, you understand the Credit Union will honor subsequent debits. Preauthorized EFTs will never expire, unless you request a withdrawal of the request.

If this stop payment order is for a Non-Clearing House check/draft, it will expire after 6 months unless renewed in writing. If a verbal stop-payment order is accepted at the Credit Union and you fail to complete and submit this written request for the stop payment order within 14 days, the credit union's block on the payment shall be lifted and the credit union will issue payment to any payee(s). An oral stop payment order ceases to be binding after 14 days if you fail to provide this written confirmation of the stop payment order.

Liability. Fees for stop payment orders are set forth on the Ideal Credit Union Fee Schedule. You generally may NOT stop payment on any certified check, teller's check or any other check, draft, or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information you provided the Credit Union.

Payment of Checks after Death. The Credit Union may, after the date of your death, pay share drafts drawn before death unless ordered to stop payment by the Personal Representative or other appropriate person claiming an interest in the account.

### OTHER TERMS AND CONDITIONS

Individual Account(s) are owned by one person.

Joint Accounts (Survivorship Accounts). If two or more parties have signed an application, you are creating, and intend to create, a "joint tenancy with rights of survivorship." That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. Payment to any of you or the survivor(s) of you, or your personal representatives, administrators or assigns of the last survivor(s) of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Each signer appoints each other signer to be his or her irrevocable attorney: to make deposits to the account; to endorse, for cash or deposit, any checks or other items whether payable to one of the signers alone or with others; and to receive and receipt for all funds all without obligation to us to inquire into the source or application of funds. To induce us to act thereunder, each person signing the application jointly and singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorney's fees, except as may be limited by applicable law. Any or all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s) to this Credit Union. No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and disclosures of this Agreement, and hereby acknowledges receipt thereof.

Revocable Trust or Pay-on-Death Account. If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw 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 person(s) creating either of these account types may: (1) change beneficiaries, (2) change the account types, and (3) withdraw all or part of the account funds at any time.

**Custodial Accounts for Minors.** Any custodial accounts for minors are subject to the terms and conditions set forth in the Uniform Transfer to Minors Act. It is your responsibility to know and abide by any legal effects related to this type of account.

Other Accounts for Minors. We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Minnesota law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to a minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will change the account status after the minor reaches the age of majority.

Business Accounts: To the extent applicable and not superseded herein, the terms and conditions governing individual accounts and services govern business accounts and services provided to organizations.

Power of Attorney. If you appoint an agent as your Attorney-in-Fact with a Power of Attorney document and we accept the documentation presented for such an appointment, we may accept such an authorization for transactions without further communication to you. Unless your Power of Attorney document specifically prevents you from entering into transactions, we may accept either your personal transactions and/or those authorized by your appointed "Agent".

Missing Endorsements. The Credit Union is authorized to supply any of your endorsements on any check or other instrument tendered for any account, and the Credit Union shall have no liability in connection with the collection of such items that are handled by it without negligence, and the credit union shall not be held liable for the acts of any agents, subagents or others. We may accept transfers, checks, drafts and other items for deposit into your account(s) if they are made payable or to the order of one or more account owners, even if they are not endorsed by all payees. Withdrawals may not be made on account of such items until collected, or as otherwise provided by law. Any amount not collected, or later returned, may be charged back to the account, including expense incurred, and any other outside expenses incurred relative to the account may be charged to it.

Convenience Signer/Agency Designation on an Account. A convenience signer or agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

Share Insurance. Your savings in the Credit Union are insured up to \$250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. Retirement accounts, including IRA share accounts and traditional IRA certificates, are covered separately to \$250,000 by NCUA. Generally, if a credit union member has more than one individual account in the same insured credit union, those accounts are added together and are insured up to \$250,000. Shares maintained in different legal ownership capacities may each be separately insured. There are numerous combinations of accounts that can increase your total coverage. Contact a Member Service Representative to discuss ways to increase your total coverage.

Charges. You agree to pay us charges in connection with your accounts in accordance with our Fee Schedule for accounts in effect from time to time. We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any charges owed by you from any of your accounts, whether you are an owner or joint owner. We reserve the right to waive any charges in our sole discretion.

Return of Deposits/Closed Accounts. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. Provided, however, we may not terminate your membership in the Credit Union without satisfying the notice provisions of Ideal Credit Union Bylaw Provisions and regulations. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. Any withdrawal that reduces the amount in an account to zero (other than a Checking Account) may automatically close that account. We are not liable for any check, withdrawal or other order after an account is closed. Any checks presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

Inactive Accounts. The Credit Union will consider your account inactive as defined by Minnesota Statute with no deposits or withdrawals on your account. This excludes dividends credited to your account by the Credit Union. Minnesota Law requires the Credit Union to turn these funds over to the State after a period of no activity as specified by statute. Before turning funds from inactive accounts over to the State of Minnesota, the Credit Union will send notices as required by Minnesota law advising you of your rights. See our Fee Schedule for dormant account fees.

Statement(s). If we send you a periodic statement for your Checking Account the statement(s) will include all activity on your account as required by law. You will receive a periodic statement for your Share Savings Account or other savings account(s), unless you have an electronic funds transfer

transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Checking Account and other savings accounts. Each such statement shall show the transactions on your accounts and any charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts on which we do not have a valid address on file. You should examine the periodic statement carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately. 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 60-days from when the statement is first sent or made available to you.

You further agree to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 calendar days of when we first send or make the statement available. As between you and us, if you fail to perform 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 further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60 day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

If you do not receive a periodic statement when you would normally receive one, you agree to notify us within fourteen (14) calendar days of the time you normally would have received a statement. The Credit Union will not be liable if items were forged or altered such that a reasonable financial institution could not detect the fraud.

**Agreement.** This Agreement shall be effective and shall govern all deposit accounts with us. By signing an application, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such accounts.

Amendment. We may change any of the items of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. You may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

**Notice of Name or Address Changes.** You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in address or name to be in writing.

**Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms or rates as required by law or as required in this Agreement. All notices regarding the account will be posted in our office lobbies or will be sent to you to the address shown on your statement. In the event of joint ownership, notice by or to any one joint depositor shall be deemed notice by or to all. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to Ideal Credit Union, 8499 Tamarack Road, Woodbury, MN 55125, (651) 770-7000, (800) 247-0857.

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

**Indemnity.** If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorneys' fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

**Severability.** If any of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

Waiver. We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we chose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

Telephone Requests. You agree (for joint accounts, all joint owners agree jointly and severally) that funds in any of your accounts with us can be transferred upon the telephone request of any signer on the account. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six (6) per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

Facsimile Signatures. You agree (for joint accounts, all joint owners agree jointly and severally) that the Credit Union may accept and rely on facsimiles of your signature(s) on any deposit or withdrawal form, order or other notices, requests or instructions regarding any account under this Agreement or with the Credit Union provided they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any facsimile request or order.

Information About Your Accounts and About You. Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to Credit Union or financial institution regulators; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information; (9) when we are attempting to collect an obligation owed to us; or (10) unless otherwise prohibited by law. In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others. For additional information about how we share your information with third parties, please refer to the Credit Union's Privacy Notice.

Legal Process. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process, including but not limited to responding to garnishments, attachments or levies on your account(s), may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our priority lien and security interest.

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

Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Minnesota, except as superseded by federal laws and regulations, by the Credit Union's Bylaws, and by local clearinghouse rules, including the rules of the National Automated Clearing House. The arbitration agreement contained in the Membership Agreement is governed by the Federal Arbitration Act (FAA). Unless prohibited by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court or State Circuit Court in the jurisdiction of the Credit Union's main office or Branch Offices.

Right to Repay Loans without Penalty. Unless any loan agreement otherwise specifies, you have a right to repay any loan at any time in advance or in-full without penalty.

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

**Special Account Instructions.** You may request that we facilitate certain business, trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your business, trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other

protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

Suspension and Denial of Services and Expulsion. The Credit Union reserves the right to suspend the benefit of any credit union service at any time for reasonable cause. We also have the right to pay any check presented for payment from your account after your account is closed or suspended and we may proceed to collect any such amount paid from you. Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a Share Account balance below the minimum requirement; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) caused a financial loss to the credit union; (g) you are abusive or threatening toward Credit Union employees or members; or (h) you deface, destroy or attempt to deface or destroy Credit Union property.

You warrant and agree that you will not use Credit Union accounts or services, included but not limited to loans, to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user. You further agree to indemnify and hold the Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use. In addition, you authorize us to debit from your account without prior notice any costs, losses or expenses incurred by us as a result of your failure to comply with the terms of this agreement.

In addition you agree that we may terminate this agreement and any other service described herein at any time upon written notice.

Termination of Account. We may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require written consent of all owners for any change or to terminate account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

**Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. Termination of your membership does not relieve you from any legal obligation created while you were a member of this Credit Union.

**Account Agreement.** Your application for Membership in the Credit Union as well as your use of any Credit Union Membership privileges constitutes acknowledgement and consent to the terms and conditions of your accounts as set forth in this Account Agreement and all other accompanying Disclosures provided to you.

Non-Military Lending Act Lien & Right of Offset/Enforcement. Unless you are subject to the protections of the Military Lending Act, if you owe us money as a borrower, guarantor, endorser or otherwise, you acknowledge that we have a statutory lien and consensual lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, or for any loss, cost or expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions of this Agreement or that we may take to enforce this Agreement or any other Agreement you may enter into with us. This security interest is not applicable to obligations secured by your residence, or unless otherwise may prohibited by applicable law. We will notify you if we have exercised our right of offset. All accounts are nonassignable and nontransferable to third parties.

If you are or become subject to the provisions of the Military Lending Act, under certain circumstances allowed by the Military Lending Act, the credit union may take a statutory lien on a covered borrower, and may also originate a share secured loan on a covered borrower.

Military Lending Act Compliance. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Pledges. If the Credit Union has a priority lien in any deposits and Military Lending Act protections do not apply to a member, each owner of an account may pledge all or any part of the funds in it for any purpose to which we agree. Unless Military Lending Act protections apply to a member, an allowable Credit Union's lien on any deposit and any pledge of an account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**Right to Bring Civil Action.** Minnesota Statutes, Section 47.69 provide you with certain rights as a consumer and you have a right to bring a civil action against any person violating the consumer rights set forth by statute governing consumer privacy and unauthorized withdrawals. If you prevail in such an action, you may recover the greater of your actual damages or \$500.00. You may also be entitled under the law to punitive damages, court costs and reasonable attorney fees.

Lien & Right of Offset/Enforcement. If you owe us money as a borrower, guarantor, endorser or otherwise, you acknowledge that we have a statutory lien and consensual lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, or for any loss, cost or expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions of this Agreement or that we may take to enforce this Agreement or any other Agreement you may enter into with us. This security interest is not applicable to obligations secured by your residence, or unless otherwise may prohibited by applicable law. We will notify you if we have exercised our right of offset. All accounts are non-assignable and nontransferable to third parties.

### ARBITRATION AND WAIVER OF CLASS ACTION

You and the credit union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the credit union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the credit union (hereafter referred to as the "Claims"). 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 and Waiver of Class Action provision ("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; or, a copy of the Rules can be obtained at any credit union 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 LECT 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 ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). 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 issue relating to your accounts for re

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. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

- 2. **Effective Date.** This Arbitration Agreement is effective upon the 91<sup>st</sup> day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
- 3. **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 in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief if available. 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. The credit union 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 you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. However, if the credit union prevails, then you will not be required to pay its attorneys' fees and costs.
  - 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.
- 4. 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.
- 5. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.
- 6. **Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement, provided you notify the credit union of your intent to do so within 90 days after it is provided to you. Your opt-out is only effective if you notify the credit union in writing at Ideal Credit Union, Attn: Executive Administration, 8499 Tamarack Road, Woodbury, MN 55125 within such 90 day time period. If you fail to opt-out within this 90 day time period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Account Agreement or your relationship with the credit union.

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, OR call AAA at (800) 778-7879.

### **USA PATRIOT ACT**

In accordance with the USA PATRIOT ACT, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

### What This Means To Our Members

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow Ideal Credit Union to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current member of Ideal Credit Union.

### **QUESTIONS**

In case you have any questions regarding our Membership Terms and Conditions Disclosure, please contact us at: Ideal Credit Union, 8499 Tamarack Road, Woodbury, MN 55125, (651) 770-7000, (800) 247-0857.

### TRUTH-IN-SAVINGS DISCLOSURE

The Truth-in-Savings Act (TIS) is a section of the Federal Deposit Insurance Corporation Improvement Act of 1991. The National Credit Union Administration is charged with enforcing this Act, which applies to all credit unions.

The purpose of TIS is to promote and simplify comparisons among accounts at all financial institutions. TIS enables consumers to make informed choices/comparisons among competing claims of financial institutions by requiring disclosure of the dividend or interest rates/annual percentage yields (APYs) payable on these accounts and the fees assessable against these accounts.

It is the intent of Ideal Credit Union to maintain compliance with this federal law pertaining to disclosure of the terms and conditions of all savings programs. The following disclosure information illustrates the various savings alternatives available to members of Ideal Credit Union.

The Deposit Rate Schedule and the Fee Schedule set forth certain conditions, rates, fees, and charges applicable to your accounts at Ideal Credit Union. Both Schedules are included with this disclosure. If you have any questions regarding any of the accounts offered at Ideal Credit Union, please call a member service representative. Where referenced, ALCO refers to the Credit Union's internal Asset Liability/Product and Pricing Committee.

### SHARE SAVINGS ACCOUNT

### **Dividend Rate Information:**

The dividend rate and APY may change monthly, as determined by the credit union board of directors.

### Compounding and Crediting:

Dividends will be compounded monthly and will be credited to your account monthly.

### **Dividend Period:**

For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend rates and APY sare the rates and yield as of the last dividend declaration date, which for this example is January 31.

### **Daily Balance Computation Method:**

Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

### Minimum Opening Deposit for Share Savings Account(s):

The minimum balance required to open this account is \$1.00.

### Minimum Balance Requirements for Share Savings Account(s):

A minimum daily balance of \$1.00 is required to receive the lowest disclosed dividend. See the Rate Schedule for the remaining balance requirements and their corresponding dividend rates/APYs. To avoid a Low Balance Fee, there is a combined minimum daily balance requirement. See the Fee Schedule for details and fees.

### Service Charges:

See the Fee Schedule for service fees, including Low Balance Fee.

## MONEY MARKET ACCOUNT(S)/MONEY MARKET INDIVIDUAL RETIREMENT ACCOUNT(IRA): INTEREST BEARING, INCLUDING PREMIUM & HIGH YIELD Interest Rate Information:

The tiered interest rate and APY may change monthly, as determined by the credit union's ALCO.

### Compounding and Crediting:

Interest will be compounded monthly and will be credited to your account monthly.

#### **Interest Period:**

For this account type, the interest period is monthly. For example, the beginning date of the first interest period of the calendar year is January 1 through January 31. All other interest periods follow this same pattern of dates. The interest rates and APYs are the rates and yield as of the last interest declaration date, which for this example is January 31.

### **Daily Balance Computation Method:**

Interest is calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

### **Minimum Opening Deposit:**

There is no minimum opening deposit required to open this account.

### **Minimum Balance Requirements:**

There is no minimum daily balance required to receive the lowest disclosed interest. See the Rate Schedule for the remaining balance requirements and their corresponding interest rates/APYs. To avoid a Low Balance Fee, the minimum daily balance requirement must be met on each day of the month. If the minimum daily balance requirement is not met each day of the month, you will be charged a Low Balance Fee. See the Fee Schedule for details and fees.

### Service Charges:

See the Fee Schedule for information on service fees, including Low Balance Fee.

### Transaction Limitations:

The Internal Revenue Service imposes certain restrictions on Individual Retirement Accounts (IRAs).

SAVINGS ACCOUNT(S): INTEREST BEARING, INCLUDING RESERVE SAVINGS

### Interest Rate Information:

The interest rate and APY may change monthly, as determined by the credit union's ALCO.

### Compounding and Crediting:

Interest will be compounded monthly and will be credited to your account monthly.

### **Interest Period:**

For this account type, the interest period is monthly. For example the beginning date of the first interest period of the calendar year is January 1 through January 31. All other interest periods follow this same pattern of dates. The interest rates and APYs are the rates and yield as of the last interest declaration date, which for this example is January 31.

### **Daily Balance Computation Method:**

Interest is calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

### Minimum Opening Deposit Requirements for Savings Account-Interest Bearing:

There is no minimum balance required to open and maintain this account. To avoid a Low Balance Fee, the minimum daily balance requirement must be met on each day of the month. If the minimum daily balance requirement is not met each day of the month, you will be charged a Low Balance Fee. See the Fee Schedule for details and fees.

### Service Charges:

See the Fee Schedule for service fees, including Low Balance Fee.

### SAVINGS ACCOUNT(S): ROUND UP SAVINGS

### **Interest Rate Information:**

The interest rate and APY may change monthly, as determined by the credit union's ALCO. Please refer to the Deposit Rate Schedule for specific information on the qualifying criteria required in order to earn the tiered premium APY.

### Compounding and Crediting:

Interest will be compounded monthly and will be credited to your account monthly.

### **Interest Period:**

For this account type, the interest period is monthly. For example, the beginning date of the first interest period of the calendar year is January 1 through January 31. All other interest periods follow this same pattern of dates. The interest rates and APYs are the rates and yield as of the last interest declaration date, which for this example is January 31.

### **Daily Balance Computation Method:**

Interest is calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

### Minimum Opening Deposit Requirements for Savings Account-Interest Bearing:

There is no minimum balance required to open and maintain this account.

### Service Charges:

See the Fee Schedule for service fees.

### FREE CHECKING ACCOUNT(S)

### **Interest Rate Information:**

No interest is paid on this account.

### Minimum Opening Deposit for Free Checking Account:

There is a minimum opening deposit of \$50.00 required to open this account.

### Minimum Balance Requirements for Free Checking:

There is no minimum balance for this account.

### **Transaction Limitations:**

No transaction limitations apply to this account unless otherwise stated in the common features section of this disclosure, the Electronic Funds disclosure or Account Terms and Conditions provided to you.

### Service Charges:

See the Fee Schedule for service fees.

### CASHBACK CHECKING ACCOUNT(S)

### **Interest Rate Information:**

No interest is paid on this account.

### Minimum Opening Deposit for Cashback Checking Account:

There is a minimum opening deposit of \$50.00 required to open this account.

### Minimum Balance Requirements for Cashback Checking Account:

There is no minimum balance requirements for this account.

### **Transaction Limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

### Service Charges:

See the Fee Schedule for service fees.

### RELATIONSHIP CHECKING ACCOUNT(S)

### **Interest Rate Information:**

The tiered interest rate and APY may change monthly, as determined by the credit union's ALCO.

### Compounding and Crediting:

Interests will be compounded monthly and will be credited to your account monthly.

### **Interest Period:**

For this account type, the interest period is monthly. For example, the beginning date of the first interest period of the calendar year is January 1 through January 31. All other interest periods follow this same pattern of dates. The interest rates and APYs are the rates and yield as of the last interest declaration date, which for this example is January 31. If you close your account prior to payment of interest, you will not receive any accrued interest.

### **Daily Balance Computation Method:**

Interest is calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

### Minimum Opening Deposit for Relationship Checking Account:

There is a minimum opening deposit of \$50.00 required to open this account.

### Minimum Balance Requirements for Relationship Checking Account:

There is a minimum balance required to receive the lowest disclosed interest rate; see the Rate Schedule for the remaining balance requirements and their corresponding interest rates. There is a minimum monthly balance required to avoid a Minimum Balance Fee. See the for Rate Schedule for the Minimum Monthly Balance and Fee Schedule for the Minimum Balance Fee.

### **Transaction Limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

### Service Charges:

See the Fee Schedule for service fees.

### HIGH YIELD CHECKING ACCOUNT(S)

### **Interest Rate Information:**

The tiered interest rate and APY may change monthly, as determined by the credit union's ALCO. Please refer to the Deposit Rate Schedule for specific information on the qualifying criteria required in order to earn the tiered premium APY.

### Compounding and Crediting:

Interests will be compounded monthly and will be credited to your account monthly.

### Interest Period:

For this account type, the interest period is monthly. For example, the beginning date of the first interest period of the calendar year is January 1 through January 31. All other interest periods follow this same pattern of dates. The interest rates and APYs are the rates and yield as of the last interest declaration date, which for this example is January 31. If you close your account prior to payment of interest, you will not receive any accrued interest.

### **Daily Balance Computation Method:**

Interest is calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

### Minimum Opening Deposit for High Yield Checking Account:

There is a minimum opening deposit of \$50.00 required to open this account.

### Minimum Balance Requirements for High Yield Checking Account:

There is no minimum balance required to receive the lowest disclosed interest rate

### Transaction Limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds

Disclosure or Account Terms and Conditions Disclosures provided to you.

### Service Charges:

See the Fee Schedule for service fees.

### STUDENT CHECKING ACCOUNT(S)

### **Interest Rate Information:**

No interest is paid on this account.

### Minimum Opening Deposit for Student Checking Account:

There is a minimum opening deposit of \$50.00 required to open this account.

### Minimum Balance Requirements for Student Checking Account:

There is no minimum balance requirements for this account

### **Transaction Limitations:**

No transaction limitations apply to this account unless otherwise stated in the common features section of this disclosure, the Electronic Funds disclosure or Account Terms and Conditions provided to you.

### Service Charges:

See the Fee Schedule for service fees.

### HEALTH SAVINGS ACCOUNT (HSA) ACCOUNT(S)

### Interest Rate Information:

The tiered interest rate and APY may change monthly, as determined by the credit union's ALCO.

### Compounding and Crediting:

Interest will be compounded monthly and will be credited to your account monthly.

#### Interest Period

For this account type, the interest period is monthly. For example, the beginning date of the first interest period of the calendar year is January 1 through January 31. All other interest periods follow this same pattern of dates. The interest rates and APYs are the rates and yield as of the last interest declaration date, which for this example is January 31. If you close your account prior to payment of interest, you will not receive any accrued interest.

### **Daily Balance Computation Method:**

Interest is calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

### Minimum Opening Deposit for HSA:

There is no minimum opening deposit required to open this account.

### Minimum Balance Requirements for HSA:

There is no minimum balance required to receive the lowest disclosed interest rate/APY. See the Rate Schedule for the remaining balance requirements and their corresponding interest rates/APY.

### **Transaction Limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you. The Internal Revenue Service imposes certain restrictions on HSAs.

Service Charges:

See the Fee Schedule for service fees.

### COMMON FEATURES

All accounts offered by Ideal Credit Union share common features. These features are:

### Membership:

As a condition of membership, you must open and maintain the minimum balance in a Share Savings Account. We reserve the right to suspend services to a member who is not in good standing, which include, but are not limited to, members who: (i) are delinquent on any loan with this Credit Union; (ii) have a Regular Share Savings balance of less than the required account minimum; (iii) have caused any financial loss to this Credit Union; (iv) have any unresolved Non-Sufficient Fund Checks outstanding, whether in regard to a deposit or otherwise; (v) have not paid the Credit Union any fees or costs owing to it; or (vi) have a negative balance in any account.

### Accrual of Interest on Non-cash Deposits:

Interest will begin to accrue on the business day you deposit non-cash (e.g. checks) to your account.

### Federal Deposit Insurance:

The National Credit Union Share Insurance Fund federally insures member accounts up to \$250,000.00.

### **Transaction Withdrawal Notice:**

We reserve the right to at any time require not less than seven days written notice, nor more than 60 days written notice before each withdra wall from an interest-bearing account other than a time deposit, or from any other savings account as defined by Federal Reserve Regulation D.

### Fees:

Please refer to our separate Fee Schedule for additional information on fees that may apply to your account.

### **Balance Computation Method:**

Interest is calculated by the daily balance method that applies a daily periodic rate to the entire principal balance in the account for each day in the statement period. Interest is earned on the principal balance for each day that the account balance exceeds the minimum necessary to maintain this account.

### NONTRANSFERABLE / NONNEGOTIABLE

Your account is nontransferable and nonnegotiable. The funds in your account (s) may not be pledged to secure any obligation of an owner, except obligations with this Credit Union.

Federally insured by the NCUA

### Electronic Fund Transfer (EFT) and Wire Transfer Notification Disclosure

This disclosure is a contract furnished to you as a Member of Ideal Credit Union. It meets the requirements of both the Federal and Minnesota Statutes, relating to Electronic Fund Transfers (EFTs) and Wire Transfers. The terms and conditions set out here are binding on you and on us as to the making of such EFTs, usage of your Debit Card and Personal Identification Numbers (PINs), Digital Banking Access, Wire Transfers or any other EFTs, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have a Debit Card and PIN, Ideal CU Digital Banking system access (Username/Password) and you use them to make such transactions after receipt of this agreement.
- If you establish a PIN and you thereafter use it, together with a Debit Card or Ideal CU Digital Banking system access to make such tránsactions.
- If you establish a PIN and you thereafter use it to make any service transactions.

  If you receive a Debit Card from us without asking for it, but then establish a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to EFTs and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as "over-the-counter" and other non-electronic transactions are concerned.

In this disclosure, "you" and "your" include the plural in cases where two or more persons have an interest in a single account affected by an EFT service. "We" or "us" refer to Ideal Credit Union.

### **ELECTRONIC FUNDS TRANSFER (EFT) NOTIFICATIONS**

Ideal Credit Union offers various EFT services to our members. Plastic Debit Cards are available to members who apply and are approved to use said Debit Cards. In certain instances, two or more persons are furnished cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our Ideal CU Digital Banking system.

A Debit Card Personal Identification Number (PIN) is established by each member in relation to their personalized Debit Card. The Debit Card and PIN can be used in an Automated Teller Machines (ATMs) to make electronic fund transfers. Transfers can be made to, from or between one or more accounts in the Credit Union. Simply follow the instructions at the machine. You may use your Card in any authorized ATMs of the Credit Union and such other machines or facilities as the Credit Union may designate and participate with for you to use your Debit Card. EFTs can also be made through our Ideal CU Digital Banking System once you have established a username and password for those purposes.

Accounts Affected: Each of your accounts at the Credit Union can be subject to some kind of EFT service, with the exception of IRA's and Certificate of Deposit accounts. The affected accounts are sometimes referred to in this disclosure as "asset account(s)," "designated accounts" or simply as your "account(s)".

If any of your accounts accessed under this Agreement are joint accounts, then all joint owners, including any authorized users, shall be bound by this Ágreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan account(s) as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may and hereby is authorized by every other joint account owner, to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owner(s) and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner. You may notify us if you do not want your accounts subject to any particular type of "electronic transfer" service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our EFT programs permit at that time.

- Account Agreements: The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.
- 3. Minimum Balance: You must always maintain any minimum balance requirements to be entitled to make, by use of a Debit Card, EFTs affecting your account(s)
- **EFT Services:** If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union. At the present time, you can authorize the following types of EFTs to or from your asset account(s) at the Credit Union.
  - **Debit Card:** At the present time, you may use your Debit Card to:
    - Withdraw cash from your savings or checking account(s).
    - Receive Cash Advances.
    - Make deposits to your savings or checking account(s).
    - Transfer funds between your checking and savings accounts whenever you request. Get information about the account balance of your checking and savings account(s).

    - There are never fees charged for deposit transactions made into any account.

### ATM Charges for Network Use of ATM

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee by the ATM operator for each transaction during the time you have logged in, regardless of whether you have completed the transaction. For example, you may be charged a "Balance" inquiry fee, even though you have "requested" but do not compete the balance inquiry AND, you may be charged additional fees for each "transaction" attempted, for example, you may be charged for a "fund" transfer, once you "request" a transfer to be made, regardless of whether you completed the transfer.

### A. Our Fee to You for Using Non-Network ATM:

- You may be charged for each "transaction", during each time you are "logged in" to access your account.
- You may be charged an ATM fee by this Credit Union for each transaction or transfer you make at an ATM that is not owned by Us.
- You may be charged an ATM fee by this Credit Union if you use a "non-network" ATM operated by another financial institution.
- You will not be charged an ATM fee for use of an ATM owned by this Credit Union. All ATM's that we own are clearly marked.

### B. Our Network ATM Fees

- You may be charged an ATM fee for the use of an ATM that is within our network, which is MoneyPass.
- A credit union may impose a fee if the imposition of the fee is disclosed at a time and in a manner that allows a user to terminate or cancel the transaction without incurring the transaction fee.
- All ATM's that are within our networks above are also clearly marked.

### C. Charges by Third-Parties for Your Use of Their ATM:

- You may also be charged an ATM fee if you use an ATM that is not operated or owned by this Credit Union or its networks, and you "attempt" to make a transaction at this Financial Institution's ATM.
- Anyone who owns and operates an ATM terminal may impose their own fees upon a consumer for usage of the ATM terminal if the
- consumer is using an access device. If you use an ATM terminal not owned by us and do not want to be charged a fee, DO NOT use that terminal.

### Limitations on frequency of Debit Card transactions:

The following limitations on the *frequency* of <u>Debit Card Transactions</u> apply:

There is a limit of 35 card transactions (purchases and withdrawals) you may make in any one day at our terminals each day, provided you do not exceed your daily purchase limit or funds in your account.

- You can use our point-of-sale transfer service for unlimited transactions each day, provided you do not exceed your account balance.
- For security reasons, there are limits on the number of transfers you can make using our terminals, and point-of- sale transfer service.

### Limitations on dollar amounts of Debit Card transfers:

The following limitations on the amount of <u>Debit Card Transactions</u> apply:

You may buy limited dollar amount worth of goods or services each day you use the Debit Card in our point-of-sale transfer service, provided you have sufficient available funds in your account.

### **Additional Limitations:**

- Purchase amounts are limited to the approved amount available in your account.
- Withdrawals at proprietary (Credit Union owned) ATMs are free of charge. For information regarding fees associated with transactions made at non-proprietary (not owned by the credit union) ATMs, see Fee Schedule. You may transfer up to the available balance in your account at the time of the transfer.
- Ideal CU Digital Banking System: Your account(s) may be accessed through our Ideal CU Digital Banking System via personal device (for example: cell phone, desktop computer, laptop, tablet) connected to the internet. To access your account, you will be required to use secure login information - username and password - for the following services:

  - Transfer funds from checking to savings. Transfer funds from your savings to checking accounts.
  - Transfer funds from your savings to share savings accounts. Transfer funds from your line-of-credit to checking accounts. Transfer funds from your line-of-credit to savings accounts.

  - Make loan payments with us from your savings and checking account(s). Make payments from checking to third parties with Bill Pay.

  - Make Account inquiries.
  - Make Check requests for check checks to be made payable to yourself.

#### **Get Information About:**

- The account balance of checking and savings account(s).
- Deposits to checking and savings account(s)
- Withdrawal from checking and savings account(s).

The Ideal CU Digital Banking System is available 24 hours per day; however, this service may be interrupted for a short time for routine maintenance and data processing or be interrupted due to technical issues. If you find that the system is "Not Available" when attempting to access, please try again later when the service is restored. The Ideal CU Digital Banking System will refuse to complete any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account balance below a required amount, or otherwise require us to increase our reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. There may also be limits on the duration of each access.

If we approve the Ideal CU Digital Banking System services for your account, you must use your username and password to access your

We reserve the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase any reserve on the account. All checks are made payable to you, as the primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one day, subject to the availability of funds in your account(s) and other limitations set forth herein concerning the specific type of account affected.

### **Debit Card and Ideal CU Digital Banking System Transfer:**

For all savings accounts, during any calendar month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, Digital Banking transfer, telephonic order or instruction, fax, or similar order to a third party. If you exceed the transfer limitations herein, your account may be assessed additional fees.

Your Debit Card may be used to purchase goods or services from merchants who have arranged to accept a Debit Card as a means of payment. Purchases made with your Card, including any purchases where you receive cash back, are referred to as point of sale transactions or POS transactions. A POS transaction will cause your checking account to be debited for the amount of the purchase. A POS transaction may result in a transaction in your checking account, overdraft protection and overdraft loans accounts when performed with your Card.

Check Conversion Transactions:

An Electronic Conversion Transaction is a transfer through an Automated Clearing House (ACH). An Electronic Check Conversion occurs when you provide a check to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is plank, partially completed, or fully completed and signed; whether the check is presented and signed; whether the check is presen at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT item, or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of EFTs may be expressed in writing or implied, for example, by the posting of a sign.

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your

check to:

- Pay for purchases.
- (ii) Pay bills.

HSA (Health Savings Account) Transfers:
The Credit Union permits some electronic fund transfers to and/or from your HSA. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to ensure that the contributions, distributions and other actions related to your HSA comply with the law. The Credit Union is not responsible for ensuring your eligibility for making contributions or taking distributions from your HSA. The Credit Union does not monitor the purpose of any transaction to or from your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement. In the event of a conflict, the terms of the HSA Agreement take precedence.

Excluded Transactions: We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute EFTs for purposes of this disclosure.

For example, automatic transfers from your account(s) to pay your loan(s) owed to us and automatic transfers between your own accounts at the Credit Union. The terms and conditions of this disclosure only apply to those services and transfers which are EFTs as described in Section 4; they do not apply to other transactions which, although electronic in nature, do not constitute EFTs described in that section.

Fees and Charges: Certain fees and charges apply to electronic transfers. A Fee Schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule.

- We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
- We do not charge for deposits to any type of account.
- We do not charge for preauthorized payments from any authorized account.

All EFT fees that we may apply to your account(s) are disclosed in the Fee Schedule.

Limitations on EFTs: We described the types of EFTs you can make through our various EFT Services in Section 4 above. With respect to certain account(s), there are limitations as to how many automatic transfers you are allowed to make to third parties (e.g., your mortgage payments or insurance premiums). No more than six such transfers may be made from any of the accounts specified in Section 4 above during any single statement period. Aside from that limitation, and as to transactions other than those made at an ATM, there are no limitations as to how often you can initiate EFTs described in this disclosure. We reserve the right to impose any such restrictions in the future as we deem reasonable.

Please refer to Sections 21 & 22 for limitations on ATM Transactions.

### **Documentation of EFTs:**

- Terminal transfers. You can obtain a receipt at the time you make any transfer to or from your account using one of our ATMs or POS terminals.
- 2. 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, use digital banking or contact Ideal directly at (651) 770-7000 to find out whether or not the deposit has been made.
- Periodic statements. You will receive a monthly account statement for each month during which an EFT has occurred, unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

Exception for receipts in small-value transfers: Federal Regulations do not require this Credit Union or any financial institution to make available a receipt at an ATM terminal for an electronic transfer if the amount of the transfer is \$15.00 or less.

Examples of the types of small-value transfers where you are not entitled to a receipt for transfers of \$15.00 or less include transfers initiated through an ATM, POS terminal, ACH, or telephone bill-payment plan.

In addition, the fact that any financial institution, including this Credit Union, does not make a terminal receipt available for a transfer of \$15.00 or less is not an "Error" for purposes of the error resolution Section below entitled "Errors or Questions".

Your right to documentation in this section does not apply when the EFT occurs outside of the United States.

### **Stop Payments & Preauthorized Payments:**

You have the right to stop a payment. If you want to stop a payment on a check that you have written or you have told us in advance to make regular payments out of your account, you can put a stop on any of these payments. To initiate the Stop Payment Order – visit a branch office, use digital banking and/or call us at (651) 770-7000. You can also mail your Stop Payment request to Ideal Credit Union, 8499 Tamarack Road, Woodbury, MN

Notice. If a Stop Payment Order expires and the item is subsequently presented, the Credit Union has no liability for claims and damages resulting from the Credit Union honoring or paying the item. We do not have to notify you when a stop payment order expires.

Stop Payment Order Request. You may request a stop payment order on any check drawn on your account. To be binding, an order must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's systems to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check, and to assist us in any legal action. the check, and to assist us in any legal action.

ACH Stop Payments. The credit union will not be responsible for stopping payment unless a request is received within a reasonable time for the credit union to act prior to final payment or other action or at least 3 business days before the schedule date of a preauthorized EFT. The Credit Union's liability shall not, in any event exceed the amount of the Item described above. This Stop Payment Request is subject to the Minnesota Uniform Commercial Code and by the ACH rules. The Credit Union Member will reimburse the Credit Union for any loss it sustains in honoring this request. You agree to notify the Credit Union promptly upon issuance of any duplicate item, which replaces the item subject to this Stop Payment Request, or upon return of the original item.

ACH Stop payment orders include transfers for Electronic Check Conversion, Post-Dated Items, Recurring Preauthorized EFT & Single Preauthorized

If an ACH Stop payment order is for recurring EFTs (all future EFTs), you must obtain written confirmation of the revocation from the Originating Company listed above within 14 days. If you do not provide this written confirmation to the Credit Union, the Credit Union will honor subsequent debits. Preauthorized EFTs will never expire, unless you request a withdrawal of the request.

Verbal Stop Payment Order. If a verbal stop-payment order is accepted at the Credit Union and you fail to complete and submit a written request for the stop payment order within 14 days, the credit union's block on the payment shall be lifted and cease to be effective on the fourteenth calendar day from the date the original verbal order was placed with the credit union thereafter authorized to issue payment to any payee(s). An oral stop payment order will cease to be effective fourteen (14) days from the dated originally placed.

**Duration of Order on Non-Clearing House Check.** A signed stop payment order is effective for one return entry or the duration of six (6) months, whichever occurs first, and may be renewed in writing from time to time. For consumers only, a reoccurring stop payment will stop all future debts unless you cancel the stop payment order in writing. We do not have to notify you when a stop payment order expires.

- 10. Unlawful Internet Gambling Notice: Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, or checks, are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.
- 11. Confidentiality: We will disclose information to third parties about your account or the transfers you make:
  - Where it is necessary for completing transfers, or
  - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or In order to comply with government agency or court orders, or

  - If you give us your written permission.

**Errors or Questions:** In Case of Error or Questions About your EFTs as described in Section 4: Call (651) 770-7000 or write us at: Ideal Credit Union, 8499 Tamarack Road, Woodbury, MN 55125-9828 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.

- Tell us your name and account number.
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error.

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

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

We will tell you the results within three business days after completing our investigation. If we decide 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.

- \* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.
- 12. Our Liability for Failure to Make EFTs: If we do not complete an EFT as described in Section 4, to or from your accounts on time or in the correct amount according to our agreements with you, we may be liable to you up to an amount not exceeding the amount of the electronic transfer. However, there are some exceptions. We will not be liable, for instance:
  - If, through no fault of ours, you do not have enough money in your account to make the transfer.
  - If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer. If funds in your account are subject to garnishment or other legal process. If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.

  - If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit. If the ATM where you made the transfer did not have cash.

  - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
  - If the terminal system was not working properly and you knew about the breakdown when you started the transfer. There may be other exceptions stated in our agreement with you.

We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such EFTs.

- 13. Business Days: Our "business days" are Monday through Friday, with limited services on Saturdays; excluding holidays listed below.
  - We are not open for business on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, or Christmas Day. We reserve the right to change our "business days" and hours.
- Regulatory Agency. If you believe that we may have violated the federal Electronic Funds Transfers Act or any Minnesota Electronic Funds Transfer Regulations, you may contact the following regulatory authority:

### State of Minnesota Department of Commerce

Financial Exams-Banking & other Financial Services Credit Union Division 85 7th Place East, Suite 500 St. Paul, MN 55101

> 651-296-2135 FAX 651-296-8591 financial.commerce@state.mn.us

- 15. Right to Bring Civil Action: You may bring civil action against any person violating any provision of Minnesota Statutes §47.69 (governing consumer privacy and unauthorized withdrawals). If you prevail in such an action, you may recover the greater of your actual damages or \$500. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees. This right is subject to Arbitration and Waiver of Class Action, as outlined within the Ideal Credit Union Membership Terms & Conditions/Account Agreement.
- 16. Amendments/Termination: We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. However, in the specific cases mentioned earlier. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. You may also terminate this agreement at any time, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Crédit Union, including but not limited to, Debit Card/PIN and Digital Banking username/passwords, which remain the property of the Credit Union.
- 17. Location of Machines: The number and location of ATMs is subject to change at any time.
- 18. Card Ownership: All Debit Cards/PINs and Digital Banking username/passwords remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to initiate Digital Banking transactions that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request.
- 19. Secrecy of PIN: If you have established a PIN, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your Debit Card or on any item you keep with your cards. If you do not keep your PIN separate from your Debit Card, your privileges may be revoked at our option. This Credit Union and its employees will never ask you for your PIN.
- 20. Honoring the Card: Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- Dollar Limitations on EFTs: There are limitations on the number or dollar amount of deposits or payment transactions you may make at any ATM during its 24-hour operating cycle. However, to protect against possible losses, your card will not allow you to withdraw more than the amount authorized for you during any daily cycle (even if two Debit Cards have been issued for a single account). For example, when a husband and wife each have a card for their joint account. If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations.
- 22. Debit Card Transaction Limitation: The single day transaction limitation for your Debit Card is limited to a maximum withdrawal of \$500.00 or, for a point of sale transaction, a limited amount not exceeding the then available balance in your account
- 23. Responsibility for Overdraft: If you obtain cash from an ATM which creates a shortage in your account, Ideal CU Digital Banking or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your check account per occurrence. If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to your overdraft line of credit, then such overdraft will be paid to us as provided in the first sentence of this paragraph.
- 24. Crediting of Deposits and Payments: Deposits or payments made in an ATM, whether in cash, check, check or money order, are subject to verification, and the funds of such deposits and payments to accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, check or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.
- 25. Advisory Against Illegal Use: You agree not to use your card(s) 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.
- Governing Law: This Agreement and Disclosure is governed by the Bylaws of Ideal Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Minnesota.

- 27. Enforcement: You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.
- 28. Additional Charges for Currency Conversion Transactions in a Foreign Currency and "Cross-Border" Transactions.

Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than U.S. Dollars, MasterCard® will convert the charge into a U.S. Dollar amount. The MasterCard® currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard®, as applicable. The exchange rate MasterCard® uses will be a rate in effect on the day the transaction occurs. This rate may differ from the rate in effect on the date the transaction was posted to your account. The Currency Conversion Fee applies to each "transaction"; including cash advances, purchases and credits to your account. For example, each purchase is a "transaction"; each cash advance is a second "transaction." And each "transaction" will be assessed a Currency Conversion Fee.

A Currency Conversion Fee of 1% will be applied to each transaction that is converted from foreign currencies to U.S. dollars.

The Currency Conversion Fee is in addition to the Cross-Border Transaction Fee specified below.

Cross-Border Transaction Fee: In addition, MasterCard® charges a Cross-Border Assessment of 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States, meaning settled through a foreign financial institution.

A "Cross-Border Transaction" is any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Cross Border Transaction include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If you make a Cross-Border Transaction, we will assess the Cross-Border Transaction Fee.

A Cross-Border Transaction (or foreign transaction) is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases, regardless of whether you are physically located inside or outside of the United States or initiate the transaction inside or outside the United States.

The Credit Union will assess these fees to when the transaction occurs. This rate may differ from the rate in effect on the date the transaction was posted to your account. The "Cross-Border Transaction Fee" is applies to each "transaction"; including cash advances, purchases and credits to your account. For example, each purchase is a "transaction"; each cash advance is a second "transaction." And each "transaction" will be assessed a Cross-Border Transaction Fee.

A Cross-Border Transaction Fee of 1% will be applied to each transaction that qualifies as a Cross-Border Transaction; including cash advances, purchases and credits to your account.

The Cross-Border Transaction Fee is in addition to the Currency Conversion Fee specified above.

#### 29. Consumer Liability:

- Contact in event of unauthorized transfer. If you believe your Debit Card and/or PIN(s) have been lost or stolen, or Ideal CU Digital Banking username/password has been compromised, Call: (800) 247-0857 or write us at: Ideal Credit Union, 8499 Tamarack Road, Woodbury, MN 55125-9828 IMMEDIATELY You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
- Authorization. If you furnish another person with your Debit Card and PIN, any operable Code or Ideal CU Digital Banking username/password, or check book, you will be responsible for all "electronic funds" though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.
- 30. RIGHT OF OFFSET (Checking Account Lien): IF YOU ESTABLISH DEBIT CARD PIN, AND IF YOUR CARD OR YOUR PIN MAY BE USED TO ACCESS OPEN-END CREDIT PLAN AGREEMENT(S) WITH US BY WAY OF OVERDRAFT PROTECTION, FUTURE ADVANCES OR OTHERWISE, A SECURITY INTEREST IN YOUR ACCOUNT(S) WITH US ARE A CONDITION TO THE ISSUANCE OF THE CARD AND THE PIN. IN THAT EVENT, YOU GIVE US A SECURITY INTEREST IN ALL ACCOUNTS WITH US IN WHICH YOU HAVE AN INTEREST EITHER NOW OR IN THE FUTURE, INCLUDING ACCOUNTS ON WHICH YOU ARE A JOINT OWNER AND WHICH SECURE ALL ADVANCES MADE WHETHER DIRECTLY OR INDIRECTLY, THROUGH THE USE OF YOUR CARD. YOU HEREBY AUTHORIZE US TO APPLY FUNDS IN YOUR ACCOUNT(S) TO PAY ALL AMOUNTS DUE IF YOU ARE IN DEFAULT. YOU ARE NOT GIVING US AN INTEREST IN ANY ACCOUNT, INCLUDING ANY INDIVIDUAL RETIREMENT ACCOUNT, WHICH WOULD LOSE SPECIAL TAX TREATMENT IF GIVEN AS SECURITY AND APPLIED TO YOUR LOAN(S). APPLIED TO YOUR LOAN(S).

### WIRE TRANSFER NOTIFICATION

### (Uniform Commercial Code Article 4A)

The following rules shall apply to all wire transfer services provided by the Credit Union.

Ideal Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

Wire Transfers may only be authorized by you or any other person identified on your Credit Union Membership Application. If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur. Once funds are wire transferred, the transaction cannot be reversed.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more ACH, the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees, unless otherwise provided by law or regulation.

We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction, its rules will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Minnesota and the Minnesota Uniform Commercial Code.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through f we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in centry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you entry.	a Federal Reserve Bank. onnection with the credit the amount of the credit

Rev. 11/15

# FACTS WHAT DOES IDEAL CREDIT UNION (IDEAL CU) DO WITH YOUR PERSONAL INFORMATION?

Why	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  Social Security number and Member Account Number Account Balances and Payment History Credit History and Employment Information
How?	When you are <i>no longer</i> our member, we will not share information except as permitted or required by law.  All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Ideal CU chooses to share; and whether you can limit this sharing.

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

### To limit our sharing

- Call 651-770-7000 or 800-247-0857
- Visit us online: www.ldealcu.com
- Mail the form below

### Please note:

If you are a new member, we can begin sharing your information upon receipt of this notice. When you are no longer our member, we will not share information we have collected about you, except as permitted or required by law.

However, you can contact us at any time to limit our sharing.

### **Questions?**

Call 651-770-7000 or 800-247-0857 or go to your local Ideal CU office

Mail-in Form			
	☐ I request person	al information not be shared with certain third parties. I am exercisi	ing my opt-out options as permitted by law.
	Name		Mail to:
	Address		Ideal Credit Union
			8499 Tamarack Road
	City, State, Zip		Woodbury MN 55125
	Account Number		

Who we are	
Who is providing this notice?	Ideal Credit Union (Ideal CU)
What we do	
How does Ideal CU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are trained on the importance of maintaining confidentiality and member privacy.
How does Ideal CU collect my personal information?	We collect your personal information, for example, when you  open an account or deposit money pay your bills or apply for a loan use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	Ideal CU has no affiliates
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	<ul> <li>Credit Card Processor, Mortgage Processor, Debit Card Processor, Bill Pay Provider, Check Printer, Database Processor, Fraud Prevention, Mailing fulfillment services</li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	<ul> <li>Our joint marketing partners include Insurance offers, Direct mail companies, Service providers that perform marketing services for us.</li> </ul>

### Other important information

Ensuring financial privacy is a top priority at Ideal CU. To protect your privacy, we only work with companies that agree to maintain strong confidentiality agreements and limit the use of information we provide, We do not permit these companies to sell or share the information with other parties.

Ideal Credit Union Fee Schedule	Current Fee
Account closed within 6 months of opening	\$25.00
Account history – per month	\$2.00
Account reconciliation/research - per 1 hour	\$30.00
Account verification – per verification	\$10.00
ATM Transaction Fee (Non Ideal CU ATMs) – fee charged per transaction Relationship Checking, Student Checking and Cashback Checking receive 10 free transactions per month	\$3.50
Bond Coupon Redemption Fee (Municipal or Government)	\$10.00
Cashback Checking Paper Statement Fee – per month	\$5.00
Cashier's Check/Certified Check – per check	\$5.00
Check Cashing Fee (members with average monthly balance less than \$200) – per item	\$15.00
Check Printing Fees	Fees Vary
Checking Account Inactive Fee - per month <sup>4</sup>	\$5.00
Coin Counting - Members	Free
Coin Counting - Non-members - less than \$100.00 - \$100 of greater	\$5.00 \$12.00
Copies – Check and/or Deposit item – per item	\$2.00
Copies - Document (1098, 1099, etc.) and/or Statement – per document	\$5.00
Debit Card Inactive Fee – per month <sup>1</sup>	\$4.00
Debit Card International Transaction Fee (ATM Foreign Transaction Fee) 1% Cross Border Fee/1% Currency Conversion Fee	2.00%
Debit Card Replacement Fee – per card	\$15.00
Dormant/Abandoned Account Termination 5	\$200.00
Fax Transmission - per page	\$3.00
Foreign Check Deposit	\$35.00
Garnishment/Levy/Execution	\$100.00
IRA Transfer Fee	\$25.00
Lien Release - duplicate copy	\$20.00
Loan Administration Fee	\$30.00
Loan Payment Coupon Book	\$10.00
Loan and Credit Card Payment - check by phone/per payment	\$12.00
Loan Rewrite Fee (delinquent loan extension)	\$30.00
Money Market Monthly Low Balance Fee Premium - minimum balance less than \$2,500.00 High Yield - minimum balance less than \$25,000.00	\$10.00

Mortgage Payoff Processing Fee	\$15.00	
Non Participation Fee - per month <sup>6</sup>	\$5.00	
Non-Sufficient Funds (NSF) transaction Fee <sup>3</sup>	\$36.00	
Overdraft Transfer fee Automatic transfer made from share savings when there are non-sufficient funds in your Ideal CU checking.	\$6.00	
Photocopies – per page	\$3.00	
Relationship Checking Account Monthly Service Fee <sup>8</sup>	\$12.00	
Returned Check Fee (NSF loan payment or deposit)	\$4.00	
Returned Statement due to undeliverable address – per month	\$12.00	
Share Savings Monthly Low Balance Feeminimum balance is less than \$200.00 <sup>2</sup>	\$5.00	
Skip-A-Pay	\$35.00	
Stop Payment – checks, ACH and/or Bill Pay	\$36.00	
Unperfected Title Fee	\$50.00	
Wire Transfer per item fees -Domestic Outgoing -International Outgoing	\$30.00 \$60.00	
Additional Charges – Ideal Credit Union reserves the right to pass on any third party charge not included in the Service Fee Schedule		

Shared Branching Fees Charged by Ideal Credit Union to Shared Branch Members	Current Fee
Daily Cash Withdrawal Limit is \$1,500	0.00
High Volume Check Fee - Charged when more than 15 items are presented	\$0.20 per item
Cashier's Checks	\$5.00
Self-serve Coin Machine - Less Than \$100.00 - Greater than \$100.00	\$5.00 \$12.00
Photocopies - per page	\$3.00
Fax Requests - per page Send or receive first page	\$3.00

Safe Deposit Box Fees	Current Fee
2 x 5 x 21 (North Office Only)	\$30.00
3 x 5 x 21	\$36.00
3 x 10 x 21	\$66.00
5 x 10 x 21	\$85.00
10 x 10 x 21	\$127.00
Drilling of Lock	\$220.00
Lost Key	\$38.00

<b>Business Services Fees</b>	Current Fee
ATM Transaction Fees for business	
checking accounts – per transactions	
-Ideal CU ATM Transactions	Free
-Non-Ideal CU ATM Transactions	\$3.50
Business High Yield Money Market	
Monthly Low Balance Fee	\$15.00
Minimum balance less than \$25,000.00	
Cash/Coin Deposited	
- \$2,500 - \$4,999.99	\$1.00
- \$5,000 +	\$2.00
φ3,000 ·	
Cash/Coin Purchased	
- \$2,500 - \$4,999.99	\$1.00
- \$5,000 +	\$2.00
Checking Account Monthly Service Fee	
Cooperative Business Checking	\$0.00
Simply Business Checking	\$7.50
If minimum balance falls below \$750.00	\$7.50
Optimum Business Checking	\$12.00
If minimum balance falls below \$2,500.00	Ş12.00
<b>Checking Account Monthly Transaction Fee</b>	s
	25 free -
Cooperative Business Checking	\$0.30 each
	additional
	75 free -
Simply Business Checking	\$0.30 each
	additional
	150 free -
Optimum Business Checking	\$0.30 each
	additional
Lock Bag Replacement	\$20.00
Night Deposit Key Replacement	\$5.00
Paper Statement Fee for business checking accounts – per month	\$5.00

- 1. Fee is assessed if not used at least once per month, no charge with Relationship Checking and Student Checking.
- 2. Fee is assessed for members over age 24 with no checking account and/or no loan.
- 3. An NSF, Overdraft, and/or an Overdraft Privilege fee of \$36 may be imposed for each overdraft created by checks, ACH transactions and other electronic means, as applicable. With Overdraft Privilege an account balance must be brought to a positive balance within every 30 day period. Ideal CU in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause. In addition, you may be charged a fee each time a transaction is presented for payment, even if the same transaction is presented for payment multiple times.
- 4. Fee is assessed when balance is under \$1,000 and there has been no activity on the account for over 1 year
- 5. Fee is assessed after three years of inactivity with a bad address.
- 6. Fee is assessed when member only has a Savings Account, member is over 24 years of age, balance is under \$200.00 and there has been no activity on the account for over 1 year.
- 7. No charge for Relationship Checking Accounts with combined balances over \$10,000.00 in Ideal CU Savings, Checking & Loans.
- 8. No charge for Relationship Checking Accounts with minimum \$750.00 monthly direct deposit and/or combined balances over \$10,000.00 in Ideal CU Savings, Checking & Loans.



## **Deposit Rate Schedule**

Minimum Opening Balance	<b>Balance Tiers</b>	<b>Dividend Rate</b>	APY <sup>1</sup>
\$1.00	\$0 - \$1,999.99	0.05%	0.05%
	\$2,000.00+	0.05%	0.05%
		\$1.00	\$1.00

### **Consumer Accounts**

Savings Accounts	Minimum Opening Balance	Balance Tiers	Interest Rate	APY <sup>1</sup>
Reserve Savings Accounts	\$0.00	N/A	0.05%	0.05%
g.	,	\$0-2,499.99	1.98%	2.00%
RoundUp Savings <sup>6</sup>	\$0.00	\$2,500 - \$4,999.99	1.00%	1.00%
		\$5,000.00 - \$9,999.99	0.50%	0.50%
		\$10,000.00+	0.05%	0.05%
If monthly requirements are not met		All Balance Tiers	0.05%	0.05%
Money Market Accounts Individual Retirement Accounts (IRA)	Minimum Opening Balance	Balance Tiers	Interest Rate	APY <sup>1</sup>
marviada Retirement Accounts (IIIA)		\$0 - \$24,999.99	1.00%	1.00%
High Yield Money Market		\$25,000 - \$99,999.99	1.05%	1.06%
riigii field Worley Warket	\$0.00	\$100,000 - \$249,999.99	1.10%	1.11%
		\$250,000+	1.30%	1.31%
		\$0 - \$24,999.99	1.00%	1.00%
		\$25,000 - \$49,999.99	1.05%	1.06%
IRA High Yield Money Market	\$0.00	\$50,000 - \$99,999.99	1.05%	1.06%
,	,	\$100,000 - \$199,999.99	1.10%	1.11%
		\$200,000+	1.30%	1.31%
	\$0.00	\$0 - \$2,499.99	0.05%	0.05%
		\$2,500 - \$9,999.99	0.30%	0.30%
Premium Money Market		\$10,000 - \$19,999.99	0.30%	0.30%
IRA Money Market		\$20,000 - \$49,999.99	0.30%	0.30%
		\$50,000 - \$99,999.99	0.30%	0.30%
		\$100,000.00+	0.30%	0.30%
Health Savings Account	Minimum Opening Balance	Balance Tiers	Interest Rate	APY <sup>1</sup>
		\$0 - \$2,499.99	0.05%	0.05%
		\$2,500 - \$9,999.99	0.30%	0.30%
Health Sovings Assount	ć0.00	\$10,000 - \$19,999.99	0.30%	0.30%
Health Savings Account	\$0.00	\$20,000 - \$49,999.99	0.30%	0.30%
		\$50,000 - \$99,999.99	0.30%	0.30%
		\$100,000.00+	0.30%	0.30%
Checking Accounts	<b>Minimum Opening Balance</b>	Balance Tiers	Interest Rate	APY <sup>1</sup>
Relationship Checking	\$50.00	\$0 - \$1,999.99	0.00%	0.00%
		\$2,000 - \$9,999.99	0.05%	0.05%
		\$10,000-\$19,999.99	0.05%	0.05%
		\$20,000 - \$49,999.99	0.05%	0.05%
		\$50,000+	0.05%	0.05%
		Non-Qualified	0.05%	0.05%
High Yield Checking <sup>5</sup>	\$50.00	\$0 - \$20,000.00	3.93%	4.00%
		\$20,000.01+	0.05%	0.05%
If monthly requirements are not met		All Balance Tiers	0.05%	0.05%

### **Business Accounts**

<b>Business Checking Accounts</b>	Minimum Opening Balance	<b>Balance Tiers</b>	Interest Rate	APY <sup>1</sup>
Optimum Business Checking		\$0 - \$9,999.99	0.05%	0.05%
	\$50.00	\$10,000 - \$19,999.99	0.05%	0.05%
		\$20,000 - \$49,999.99	0.05%	0.05%
		\$50,000 - \$99,999.99	0.05%	0.05%
		\$100,000+	0.05%	0.05%
Simply Business Checking	\$50.00	N/A	0.05%	0.05%
<b>Business Money Market Account</b>	siness Money Market Account Minimum Opening Balance		Interest Rate	APY <sup>1</sup>
Business High Yield Money Market		\$0 - \$24,999.99	1.00%	1.00%
	\$25,000.00	\$25,000 - \$99,999.99	1.05%	1.06%
		\$100,000 - \$249,999.99	1.10%	1.11%
		\$250.000+	1.30%	1.31%

## **Certificate of Deposit Rates**

Certificates of Deposit (CDs) <sup>2</sup>	Save	rs CD <sup>3</sup>	Standard CDs - Regular/IRA					
Minimum Opening Balance	inimum Opening Balance \$100.00		\$500.00 - \$24,999.99 \$25,000		\$25,000.00	- \$69,999.99	\$70,000.00 +	
Term	Interest Rate	APY <sup>1</sup>	Interest Rate	APY <sup>1</sup>	Interest Rate	APY <sup>1</sup>	Interest Rate	APY <sup>1</sup>
91 day	N/A	N/A	1.25%	1.26%	1.30%	1.31%	1.35%	1.36%
6 Month	1.25%	1.26%	1.35%	1.36%	1.40%	1.41%	1.45%	1.46%
12 Month	1.65%	1.66%	1.75%	1.76%	1.80%	1.81%	1.85%	1.87%
18 Month	1.90%	1.92%	2.00%	2.02%	2.05%	2.07%	2.10%	2.12%
24 Month	2.00%	2.02%	2.10%	2.12%	2.15%	2.17%	2.20%	2.22%
30 Month	3.30%	3.35%	3.40%	3.45%	3.45%	3.51%	3.50%	3.56%
36 Month	2.80%	2.84%	2.90%	2.94%	2.95%	2.99%	3.00%	3.04%
48 Month	2.80%	2.84%	2.90%	2.94%	2.95%	2.99%	3.00%	3.04%
60 Month	2.80%	2.84%	2.90%	2.94%	2.95%	2.99%	3.00%	3.04%

### Student Saver's Certificate of Deposit – Regular

Term	Minimum Opening Balance	Interest Rate	APY <sup>1</sup>
Up to 48 months (ending at Student Member's 18th birthday)	\$25.00	3.00%	3.04%

## **Deposit Account Specials**

Money Market Specials	Balance Tiers	Interest Rate	APY <sup>1</sup>
Business Money Market Special	\$0 - \$24,999.99	2.75%	2.78%
Intro Rate Special Fixed Thru 09/30/23  To qualify for promotional rates, existing money market account holders must add a minimum additional \$25,000 from sources outside of Ideal CU to the account.	\$25,000 - \$99,999.99	2.75%	2.78%
	\$100,000 - \$249,999.99	2.75%	2.78%
	\$250,000+	2.75%	2.78%
Money Market Special	\$0 - \$24,999.99	0.00%	0.00%
Intro Rate Special Fixed Thru 09/30/23  To qualify for promotional rates, existing money market account holders must add a minimum additional \$25,000 from sources outside of Ideal CU to the account.	\$25,000 - \$99,999.99	2.75%	2.78%
	\$100,000 - \$249,999.99	2.75%	2.78%
	\$250,000+	2.75%	2.78%
IRA Money Market Special	\$0 - \$24,999.99	0.00%	0.00%
Intro Rate Special Fixed Thru 09/30/23  To qualify for promotional rates, existing money market account holders must add a minimum additional \$25,000 from sources outside of Ideal CU to the account.	\$25,000 - \$49,999.99	2.75%	2.78%
	\$50,000 - \$99,999.99	2.75%	2.78%
	\$100,000 - \$249,999.99	2.75%	2.78%
	\$250,000+	2.75%	2.78%

Certificates of Deposit (CDs) Specials	<b>Balance Tiers</b>	Interest Rate	APY 1
Special 11 Month New Money Certificate of Deposit <sup>7</sup>	\$500.00 - \$24,999.99	3.25%	3.30%
To qualify for promotional rates, members must add a minimum additional \$10,000 from sources outside of Ideal CU to the account. *Special 11 Month IRA CD available*	\$25,000.00 - \$69,999.99	4.22%	4.30%
	\$70,000.00 +	4.41%	4.50%
Special 26 Month New Money Certificate of Deposit <sup>2</sup>	\$500.00 - \$24,999.99	3.93%	4.00%
To qualify for promotional rates, members must add a minimum additional \$10,000 from sources outside of Ideal CU to the account.	\$25,000.00 - \$69,999.99	3.93%	4.00%
	\$70,000.00 +	3.93%	4.00%

- 1. The Annual Percentage Yield (APY) assumes interest remains on deposit until maturity. A withdrawal will reduce earnings. Interest begins to accrue on the business day you deposit any non-cash item (for example, checks). Interest is compounded and credited on a monthly basis.
- 2. Penalty for early withdrawal CDs with maturity dates greater than 12 months will be assessed the lesser of 180 days interest or interest earned/CD with maturity dates 12 months or less will be assessed the lesser of 90 days interest or interest earned. Fees may reduce earnings.
- 3. Additional deposits can be made to the Savers CD during the term of the certificate. Savers CDs automatically renew for another term upon maturity.
- **4.** To be eligible for the Student Saver CD, the student member must have an active Ideal CU Student Checking Account in good standing. Limit of one Student Saver CD per student member. Additional dollars can be deposited during the term of the CD, up to a limit of \$1,000. The Student Saver CD matures on the student members 18th birthday. If the student needs access to the funds prior to their 18th birthday, a penalty of 100% of the interest earned will be assessed.
- 5. Rates subject to change based on market conditions. To earn higher interest rate member must: 1) be enrolled in eStatements, 2) have a minimum qualified \$750 direct deposit of salary, pension, Social Security or other regular income electronically deposited through the Automated Clearing House (ACH) network to this checking account by employer or an outside agency and 3) conduct minimum of 20 debit card purchase transactions per month (minimum \$3.00 per purchase). If the minimum criteria are not met, the account earns 0.05% APY per month.
- 6. To qualify for RoundUp Savings premium rates/APYs, member must have an Ideal Credit Union Checking Account and Debit Card, receive eStatements, and conduct a minimum of 20 debit card purchase transactions during the monthly qualifying period. RoundUp Savings occur when the Ideal CU Debit Card Transactions are rounded up to an even dollar amount. An additional \$1 or \$2 can also be added to each transaction and transferred to RoundUp Savings. If the minimum criteria are not met, the account earns 0.05% APY per month. RoundUp Savings is not available with a High Yield Checking Account.
- 7. This promotional CD will allow for one rate bump up during the term. This rate increase will only be completed upon request and will not automatically occur. The bump up rate increase will be reflective of the current deposit rates at the time of the request. The bump up rate change does not extend or alter the original term of the CD.

Federally Insured by NCUA