

Please read this Federal Electronic Signatures in Global and National Commerce Act ("E-Sign") Disclosure and Consent carefully and keep a copy for your records. Before opening your account electronically, you must acknowledge your acceptance of the terms outlined below. You can record your consent to the E-Sign Disclosure by placing a checkmark in the box on the webpage.

By checking the boxes on the website you consent to the electronic delivery of the disclosures, agreements, change notices, terms and conditions, and any other documents. Your consent applies to all transactions relating to the deposit account or service that you agree to obtain electronically. You agree that you will be able to review these documents online, in addition to downloading and/or printing them. You also agree that we do not need to provide you with additional paper (non-electronic) copies of the disclosures, agreements, change notices, terms and conditions, and any other documents, unless specifically requested. Any requests for paper (non-electronic) copies may result in a fee.

Electronic Delivery of Disclosures and Notices

In order to use the Online Account Opening Product and to access, receive, and retain the disclosures, agreements, change notices, terms and conditions, and any other documents, you must provide, at your own expense, an Internet connected device that is compatible with this financial institution's Online Account Opening Product deployed at the time of access. Your device must meet the minimum requirements outlined below. You also confirm that your device will meet these specifications and requirements and will permit you to access and retain the disclosures, agreements, change notices, terms and conditions, and any other documents electronically each time you access and use the Online Account Opening Product.

Please click on the HTML links to review the disclosures prior to continuing with your application. In order to retain a copy, you may print the documents by selecting "Download". Select your printer and click OK or select Save to retain a copy on your PC. If you are working on a public computer, you should not engage in online account opening.

If you do not want to receive the disclosures, agreements, change notices, terms and conditions, and any other documents electronically, you should exit this area of our website. If you do not consent to receiving these documents electronically, you will not be able to open the deposit account via our website.

System Requirements to Access Information

To receive an electronic copy of the disclosures, agreements, change notices, terms and conditions, and any other documents, you must have the following equipment and software:

- A personal computer or other device which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser which is capable of supporting 128-bit SSL encrypted communications. Your access to this page verifies that your browser and encryption software/device meets these requirements.
- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader[®] (available for downloading at (<http://www.adobe.com/products/acrobat/readstep2.html>)). Your access to this page verifies that your browser and encryption software/device meets these requirements.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive disclosures, agreements, change notices, terms and conditions, and any other documents in electronic form for any of your Accounts by contacting us via email by going to the "Contact" section on our Website or by telephone at (320) 252-2634 or for long distance at (888) 252-2634 or by postal mail at St. Cloud Financial Credit Union, 1716 Pinecone Rd. South, Sartell MN 56377.

We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our Online Banking System as a withdrawal of your consent to the electronic delivery of the disclosures, agreements, change notices, terms and conditions, and any other documents.

Any withdrawal of your consent will be effective only after we have a reasonable period of time to process your withdrawal. In electing not to receive disclosures, agreements, change notices, terms and conditions, and any other documents electronically, you may be charged a fee or no longer qualify for the type of account originally opened.

How to Update Your Records

It is your responsibility to provide us with true, accurate, and complete email address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your email address) at our Website: www.stcloudfcu.coop or by telephone at (320) 252-2634 or for long distance at (888) 252-2634 or by postal mail at St. Cloud Financial Credit Union, 1716 Pinecone Rd. South, Sartell MN 56377.

This is the Agreement between you, the member, and St. Cloud Financial 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 Minnesota Electronic Funds Transfers Act, 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 members or co-depositors or co-borrowers. The words "we", "our", "us", and "Credit Union" mean St. Cloud Financial Credit Union.

MEMBERSHIP

Membership Eligibility. The Credit Union serves in its field of membership those applicants within the St. Cloud Financial Credit Union's common bond as defined in the Credit Union's Charter. St. Cloud Financial Credit Union is state-chartered as a community credit union, so that everyone who lives works, or worships in the counties of Wright, Meeker, Kandiyohi, Morrison, Stearns, Benton, and Sherburne can do their banking with us. St. Cloud Financial 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. The purchase of a \$5.00 membership share is required to become a member. Once you become a member of the Credit Union you are always considered a member, even if you leave the area.

Please review our Membership eligibility on the St. Cloud Financial Credit Union website at www.stcloudfcu.coop 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.

Family Membership. Our membership also includes immediate family members, regardless of where they live, work or worship. The National Credit Union Administration (NCUA) defines "immediate family" as spouses, children, siblings, parents, grandparents, grandchildren, stepparents, stepchildren, stepsiblings, and adopted children.

Becoming a Member. To become a member of the Credit Union, you must complete a Member Application and open a Primary Savings Account. The basic share deposit that you must always keep in your Primary Share Account is \$5.00.

Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing any 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 Primary Savings 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 Primary Shares Account or any other accounts you have with the credit union.

You can make deposits in person, by mail or direct deposit. 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 St. Cloud Financial Credit Union Telephone Voice Response System and/or our St. Cloud Financial Credit Union On-Line 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 (888) 252-2634 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 an account, and subject to any applicable state or federal laws and regulations and any specific terms of this Agreement, 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 the Truth in Savings 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. Transfers and withdrawals, such as those made in person, by mail, or at an ATM can be made without limitation. 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.

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".

Special Terms Regarding Checking Accounts

Deposits Generally. Once you have established your Checking Account (at some Credit Unions, these are called checking accounts), 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 drafts drawn on your Checking Account may be returned by us unpaid for any reason that drafts are normally returned, such as, for example, insufficient funds, uncollected funds, or litigation.

Minimum Balance. See our Truth-in-Savings disclosure.

Withdrawing Money from Your Checking Account. As long as you have money in your Checking Account, and subject to any applicable state or federal laws and regulations, available funds can be withdrawn from your account by written draft or any other method approved by the Credit Union.

Transaction Limitations. Except as otherwise stated in this Agreement, or in any applicable federal or state law or regulation, there are no transaction limitations on this account.

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 draft.

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.

The use of the Checking Account is subject to other terms, conditions and requirements as the Credit Union may establish from time to time.

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.

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-presentation. 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 re-negotiated with insufficient funds available to cover that check or payment. You should refer to our Fee Schedule for a list of fees.

Overdrafts. An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways. We have standard overdraft practices that come with your account. We also offer overdraft protection plans, such as a link to a savings account or an overdraft line of credit, which may be less expensive than our standard overdraft practices. See below for more information on these plans.

Standard Overdraft Practices. We do authorize and pay overdrafts for the following types of transactions: checks and other transactions made using your checking account number; and automatic bill payments. We do not authorize and pay overdrafts for the following types of transactions unless you ask us to: ATM transactions and everyday debit card transactions. Contact a Member Services Representative to request this service.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

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 schedule of charges. 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 draft 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.

Overdraft Protection Plans:

Automatic Savings Transfers. While the Credit Union has no obligation to pay out funds when there are not sufficient funds to pay that transaction, it is the Credit Union's policy to pay checking account overdrafts with funds on deposit from your primary savings and money market account at the Credit Union. Please refer to our separate fee schedule for details, as we may impose a service charge for these transfers.

Overdraft Line of Credit/Anytime Access LOC. This is a revolving line of credit that can be attached to your checking account, if you apply and are approved. We may make transfers according to our default priorities, which is primary savings, money market savings, and line of credit account.

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. 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.

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 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.

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.

Check Processing. We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and endorsed. You agree that we have not failed to exercise ordinary care solely because we used an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders.

We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the item we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Truncated Drafts; 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 drafts by number, date of clearing and the amount of the draft. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of thirty (30) 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 draft (see our Fee Schedule for a list of fees).

Stop Payments

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 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 check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. 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. We do not accept stop payment orders done electronically (email, voice response, voice mail, fax, online banking, etc.)

Duration of Order. A stop payment order for a regular check is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

Liability. Fees for stop payment orders are set forth on our 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 checks drawn before death unless ordered to stop payment by the Personal Representative or other appropriate person claiming an interest in the account.

Accounts for Corporations, Partnerships, Professional Service Corporations and Other Organizations, Incorporated or Otherwise

This section of the Agreement is designed to allow you to maintain certain business and other entity accounts and to obtain various financial products and services offered by the Credit Union. Throughout this section, the words "you", "your", "organization", and "business" mean the business or other entity for which the primary member opens an account. Business accounts are opened under a sub-account for an existing credit union member; Business accounts do not have voting rights and the "business account" is not "member" of the credit union in its own right.

A business is eligible for an account at the Credit Union if it is located in the counties of Stearns, Benton, Sherburne, Wright, Meeker, Kandiyohi, and Morrison.

No organization, incorporated or otherwise, shall be eligible to open and maintain an account in the Credit Union without substantiating its legal existence, to the reasonable satisfaction of the Credit Union, by providing such documentation as the Credit Union may, from time to time, require, including, but not necessarily limited to, the Certificate of Organization on file with the State of Minnesota or the State of incorporation, the most recent Certificate of Good Standing on file with the State of Minnesota or the State of incorporation, and such Resolutions as may be required by the Credit Union. We reserve the right to require that you provide, and you agree to provide, any such documentation at any time.

The Credit Union reserves the right to refuse services to an organization when such organization has not been created with, has not been properly registered with, and is not governed by the laws of the State of Minnesota.

While generally the individuals who comprise an organization, incorporated or otherwise, shall not be joint owners on an account created for the organization, each of the individuals of the organization signing the Business Membership Application personally guarantees any obligation created by the organization owing to the Credit Union as a result of the establishment of a membership in the Credit Union for the organization.

You understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Resolution on file at the Credit Union, and the organization, all of its organizers, shareholders, partners, and/or members forever indemnify and hold the credit union harmless for distributions made in good faith pursuant to that Resolution. You further agree that it is your responsibility to notify the Credit Union when the terms of that Resolution have been revoked, rescinded, revised, or in any way modified.

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.

Other Terms and Conditions

Individual Account(s) are owned by one person.

Joint Account(s) with Survivorship: If two or more parties have signed a membership application as Joint Account owners with rights of survivorship, you are creating, and intend to create, a "joint tenancy with rights of survivorship" and either one of you may withdraw from the account without the signature of any other joint owner. 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 membership 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.

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, (2) the beneficiary is then living, and (3) we have not been given written notice of a claim under a will. 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.

Health Savings Accounts (HSA). For your convenience, we permit you to take distributions from your HSA by check or debit card. This feature can raise a variety of tax concerns – for example getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. Transaction limitations are defined by provisions set forth for Health Savings Accounts (HSA) under Section 223(a) of the Internal Revenue Code ("Code"). You should consult your tax advisor concerning Internal Revenue Code restrictions and limitations on transactions. If your transactions are not allowable within the applicable provisions of the Internal Revenue Code, you may be subject to tax penalty consequences, in addition to Credit Union fees incurred to monitor and make transaction adjustments within this account.

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 not change the account status when the minor reaches the age of majority, unless authorized in writing.

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.

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 the Truth in Savings 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 the Minnesota Credit Union Act and related 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 draft, withdrawal or other order after an account is closed. Any drafts 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.

Dormant 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 or Business Checking Account, the statement(s) will include all activity on your account as required by law. You will receive a periodic statement (normally quarterly) for your Share Savings Account or other savings accounts, 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 or a Business 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 thirty (30) days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors 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.

Agreement. This Agreement shall be effective and shall govern all deposit accounts with us. By signing a membership 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 email, mailing address or name change.

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: **St. Cloud Financial Credit Union, 3030 First Street South, St. Cloud, MN 56301 Phone: (888) 252-2634 Fax : (320) 252-9036.**

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. 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. 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.

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.

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.

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. 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 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.

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.

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 the consent of all owners to terminate a multiple party account. 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 and 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.

Payment Order Of Items. The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable to every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

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 be 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.

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 St. Cloud Financial 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 St. Cloud Financial Credit Union.

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 interest rates payable on these accounts and the fees assessable against these accounts.

It is the intent of St. Cloud Financial 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 St. Cloud Financial Credit Union.

The Rate Schedule & Fee Schedule sets forth certain conditions, rates, fees, and charges applicable to your accounts at St. Cloud Financial Credit Union. The Rate Schedule & Fee Schedule is incorporated as part of this disclosure. If you have any questions regarding any of the accounts offered at St. Cloud Financial Credit Union, please call a member service representative.

PRIMARY SAVINGS ACCOUNT

Dividend Rate Information:

The dividend rate and annual percentage yield may change every dividend period, 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 declaration date is the last day of the dividend period, and for the example above 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 Balance Requirements for **Primary Savings Account:**

The minimum required to open this account is \$5.00. Par Value of one share in this account is: \$5.00.

CLUB SAVINGS ACCOUNT

Dividend Rate Information:

The dividend rate and annual percentage yield may change every dividend period, 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 declaration date is the last day of the dividend period, and for the example above 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 Balance Requirements for **Club Savings Account:**

No minimum balance requirements apply to this account.

PENNY PRIMARY SAVINGS ACCOUNT

Dividend Rate Information:

The dividend rate and annual percentage yield may change every dividend period, 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 declaration date is the last day of the dividend period, and for the example above 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 Balance Requirements for **Penny Primary Savings Account:**

The minimum required to open this account is \$5.00. Par Value of one share in this account is: \$5.00.

Minimum Account Requirements for **Penny Primary Savings Account:**

This account is for members under the age of 18 and must have a parent or legal guardian on the account. When the member turns 18, the account will convert to a Primary Savings Account.

MONEY MARKET ACCOUNT

Dividend Rate Information:

The dividend rate and annual percentage yield may change every dividend period, as determined by the Credit Union board of directors.

Tiered Variable Rate Dividend Information:

This tiered variable interest rate and annual percentage yield may change each calendar month, as determined by the Credit Union board of directors. The tier Dividend rate will apply to the entire account balance once the account balance reaches or decreases to the corresponding Average Daily Balance for the tier. Please refer to our Rate Schedule for the tiers and current rates.

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 declaration date is the last day of the dividend period, and for the example above 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 Balance Requirements for Money Market Account(s):

The minimum deposit required to open this account is \$2,000.00.

Transaction Limitations:

No more than six total withdrawals are allowed each month. 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.

DIAMOND MONEY MARKET ACCOUNT

Dividend Rate Information:

The dividend rate and annual percentage yield may change every dividend period, as determined by the Credit Union board of directors.

Tiered Variable Rate Dividend Information:

This tiered variable interest rate and annual percentage yield may change each calendar month, as determined by the Credit Union board of directors. The tier Dividend rate will apply to the entire account balance once the account balance reaches or decreases to the corresponding Average Daily Balance for the tier. Please refer to our Rate Schedule for the tiers and current rates.

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 declaration date is the last day of the dividend period, and for the example above 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 Balance Requirements for Diamond Money Market Account(s):

The minimum deposit required to open this account is \$2,000.00.

Minimum Account Requirements for Diamond Money Market Account(s):

To open a Diamond Money Market account, you must have an open Diamond Checking account AND one of these two products: 1) a new or active SCFCU Mastercard[®] Credit Card or 2) a new Auto Loan. To earn the premium rate on Diamond Money Market, your Diamond Checking account must meet the qualifying criteria. See the Diamond Checking Account section for more information on the qualifying criteria. Your account will be requalified each month in order to earn the premium rate. If your account does not qualify, it will earn the base rate stated in our Rate & Fee Schedule.

Transaction Limitations:

No more than six total withdrawals are allowed each month. 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.

IRA MONEY MARKET ACCOUNT

Dividend Rate Information:

The dividend rate and annual percentage yield may change every dividend period, as determined by the Credit Union board of directors.

Tiered Variable Rate Dividend Information:

This tiered variable interest rate and annual percentage yield may change each calendar month, as determined by the Credit Union board of directors. The tier Dividend rate will apply to the entire account balance once the account balance reaches or decreases to the corresponding Average Daily Balance for the tier. Please refer to our Rate Schedule for the tiers and current rates.

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 declaration date is the last day of the dividend period, and for the example above 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 Balance Requirements for IRA Money Market Account(s):

No minimum balance requirements apply to this account.

Transaction Limitations:

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

DIAMOND IRA MONEY MARKET ACCOUNT

Dividend Rate Information:

The dividend rate and annual percentage yield may change every dividend period, as determined by the Credit Union board of directors.

Tiered Variable Rate Dividend Information:

This tiered variable interest rate and annual percentage yield may change each calendar month, as determined by the Credit Union board of directors. The tier Dividend rate will apply to the entire account balance once the account balance reaches or decreases to the corresponding Average Daily Balance for the tier. Please refer to our Rate Schedule for the tiers and current rates.

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 declaration date is the last day of the dividend period, and for the example above 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 Balance Requirements for **Diamond IRA Money Market Account(s)**:

No minimum balance requirements apply to this account.

Minimum Account Requirements for **Diamond IRA Money Market Account(s)**:

To open a Diamond IRA Money Market account, you must have an open Diamond Checking account AND one of these two products: 1) a new or active SCFCU Mastercard® Credit Card or 2) a new Auto Loan. To earn the premium rate on Diamond Money Market, your Diamond Checking account must meet the qualifying criteria. See the Diamond Checking Account section for more information on the qualifying criteria. Your account will be requalified each month in order to earn the premium rate. If your account does not qualify, it will earn the base rate stated in our Rate & Fee Schedule.

Transaction Limitations:

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

HEALTH SAVINGS ACCOUNT

Dividend Rate Information:

The dividend rate and annual percentage yield may change every dividend period, 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 declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account prior to payment of a dividend, you will receive accrued dividends to the date of closing.

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 Balance Requirements for **Health Savings Account(s)**:

No minimum balance requirements apply to this account.

Transaction Limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

TRADITIONAL CHECKING ACCOUNT

Dividend Rate Information:

Dividends are not paid on this account.

Minimum Balance Requirements for **Traditional Checking Account(s)**:

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

Transaction Limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

NEW WAVE STUDENT CHECKING ACCOUNT

Dividend Rate Information:

Dividends are not paid on this account.

Minimum Balance Requirements for **New Wave Student Checking Account(s)**:

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

Transaction Limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Minimum Account Requirements for **New Wave Student Checking Account(s)**:

To maintain this account, the following requirements must be met for the monthly qualification cycle:

- Member will be refunded for any assessed ATM transaction fees incurred for this account up to \$30.00 for each monthly cycle if the Member is (1) 23 years of age or younger and (2) the Member elects for and receives Electronic Statements (and provide a valid email address to the credit union for this purpose);
- New Wave Student Checking Account Members will never pay St. Cloud Financial Credit Union's foreign ATM fee. The monthly qualification cycle begins on the first day of the month and ends on the last day of the month; for example, January 1 through January 31.
- When the Member turns 24, the New Wave Student Checking Account will convert to a Traditional Checking Account.

DIAMOND CHECKING ACCOUNT

Dividend Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors. Premium dividend rates and annual percentage yields will be paid in a tiered structure on the first \$2,500 on deposit in this account. A lesser dividend

rate and annual percentage yield will be paid upon deposits in excess of the first \$2,500.00 on deposit in this account. These rates will apply as long as the minimum account requirements are met for the monthly qualification cycle.

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 declaration date is the last day of the dividend period, and for the example above 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 Account Requirements for **Diamond Checking Account(s)**:

There is no minimum balance required to open or maintain this account. To maintain this account and receive the premium dividend rates, the following requirements must be met for the monthly qualification cycle:

- At least 15 St Cloud Financial Credit Union Mastercard[®] debit card transactions must post and clear this account during the current month, or there must be 15 St Cloud Financial Credit Union Mastercard[®] credit card transactions on the current month's credit card billing statement, or a combination of the two that equals 15; and,
- Member must elect for and receive Electronic Statements (and provide a valid email address to the credit union for this purpose).

If the minimum account requirements above are not met for the monthly cycle, your account will not earn dividends for the statement cycle. The monthly qualification cycle begins on the first day of the month and ends on the last day of the month; for example, January 1 through January 31.

Transaction Limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

COMMON FEATURES OF ALL ACCOUNTS

All accounts offered by St. Cloud Financial Credit Union share several common features. These features are:

Membership:

You must complete a deposit of \$5.00 into your Primary Savings account as a condition of admission to membership at the Credit Union and be a member in good standing. If the balance in your Membership Share Account decreases below \$5.00, the Credit Union may, at its option, close your account. Par Value of one share in this credit union is: \$5.00.

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 Primary Savings account balance of less than the \$5.00 required 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.

Nature of Dividends:

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

Accrual of Dividends on Noncash Deposits:

Dividends will begin to accrue on the day of your deposit of noncash items (e.g. checks) to your account.

Federal Deposit Insurance:

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

Transaction Limitations:

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 withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Federal Reserve Regulation D.

Rates and Fees:

Please refer to our separate Rate schedule and Fee schedule for additional information on rates and fees that may apply to your account.

FUNDS AVAILABILITY POLICY DISCLOSURE

The following information describes St. Cloud Financial Credit Union's policy of making funds deposited in a Transaction Account available to you for withdrawal immediately. Generally, transaction accounts are accounts, which would permit an unlimited number of payments by check or other order to third persons, and also an unlimited number of telephone and preauthorized transfers to third persons, or other accounts you may have with us.

Determining Availability of Deposits. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit after the closing of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our hours of operation and closing times are available from the credit union and posted in our lobby.

Your Ability to Withdraw Funds. Our policy is to make funds from your cash and check deposits available to you on the same business day we receive your deposit. Electronic direct deposits will also be available on the day we receive the deposit and you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please be aware, however, that all deposits are subject to proof and verification and if you deposit a check, draft or other non-cash item, which is returned for non-payment for any reason, you authorize us to charge your account for the amount of those funds and we may charge your account without providing prior notice.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. However the first \$225.00 of your deposits will be available on the next business day.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.
- Your deposits are drawn on foreign financial institutions or foreign entities.

They will generally be available no later than the seventh business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

We reserve the right to refuse any item for deposit.

Other Check Deposits Availability – Reservation of Right to Hold Availability. There may be delayed availability of funds from some checks that are deposited into your accounts. Your deposits may be made available immediately by the Credit Union, however, in some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the date of your deposit and some checks deposited may not be available until the seventh business day after the deposit. Nonetheless, if all of your deposit is not made available on the same business day of the deposit, the first \$225.00 of your deposit will be available on the same day of your deposit, however, we reserve the right to make the first \$225.00 of the deposit on the next business day following the deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also let you know when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. During any delay, you may not withdraw the funds in cash and St. Cloud Financial Credit Union will not use the funds to pay checks that you have written. The length of delay is counted in business days from the day of your deposit, including every day except Saturdays, Sundays and Credit Union observed holidays. A deposit is considered received when it is accepted at one of our branch offices with all appropriate endorsements. A deposit accepted while our data processing system is not online will be considered received when the transaction is posted in the St. Cloud Financial Credit Union records.

Deposits in Non-transaction Accounts. Regulation CC does not apply to non-transaction or savings deposits; therefore, there is no maximum time frame within which the proceeds of savings deposits must be made available for withdrawal. Our general policy for check holds on non-transaction accounts is to follow the same guidelines used for transaction accounts, although we reserve the right to impose longer holds if deemed necessary. We will notify you if we delay your ability to withdraw funds for any reason, and we will tell you when the funds will be available.

Deposits via Mobile Remote Deposit Capture. Mobile deposits will generally be made available on the same business day in which the deposit is accepted and processed. Provided we receive and accept your deposit prior to 1:00 pm CST on any regular business day (not including weekends and federal holidays), generally, you will receive credit the same business day. We reserve the right to delay processing of mobile items for up to 3 business days depending on circumstances. If the mobile deposit creates an "existence of facts" for the Credit Union due to doubt collectability of a check made by mobile deposit, the entire check amount will be placed for collection. Checks placed for collection are not subject to Regulation CC and this Funds Availability Disclosure need not identify when those funds placed for collection may be available for withdrawal.

Holds on Other Funds (Check Cashing). If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available had you deposited it.

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

Check Endorsements. Federal law requires a proper endorsement on checks to be placed on the back left side of the check within a 1 & ½ inch area. If you fail to properly endorse a check, further delays in processing will be incurred or, the check may be rejected for deposit.

Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from an electronic direct deposit to your account will be available on the day we receive the deposit. The new-account exception does not cover all deposits made to the account. New accounts are exempted from the availability schedules for deposits of checks, but next-day availability is required for deposits of cash and for electronic payments. Also, the first \$5,525.00 of a day's aggregate deposits of government checks (including federal, state, and local governments), cashier's, certified, teller's, depository, or traveler's checks must be given (at the most) next-day availability. For example, the checks must be payable to you. The amount of the deposit in excess of \$5,525.00 shall be available for withdrawal not later than the ninth business day following the banking day on which funds are deposited. Further delays may apply to checks drawn on foreign entities.

Foreign Checks. Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

Large deposits. The availability of funds provisions in this disclosure do not apply to the aggregate amount of deposits by one or more checks to the extent that the aggregate amount is in excess of \$5,525 on any one business day. Funds in excess of \$5,525 will not be available until the seventh business day after the day of your deposit.

For customers that have multiple accounts at the credit union, the credit union may apply this exception to the aggregate deposits to all accounts held by the member, even if the member is not the sole holder of the accounts and not all of the holders of the accounts are the same.

Questions. In case you have any questions regarding our Funds Availability Policy, please contact us at: **St. Cloud Financial Credit Union, 3030 First Street South, St. Cloud, MN 56301 Phone: (888) 252-2634**

DISCLOSURE FOR ELECTRONIC FUND TRANSACTIONS (EFT) AND WIRE TRANSFER NOTIFICATION – CONSUMER ACCOUNTS ONLY

St. Cloud Financial Credit Union offers various electronic fund transfer services to our members. We have also provided, and will provide from time to time, plastic Automated Teller Machine Cards (ATM Cards) and MasterCard® Debit Cards, (hereafter may be referred to as just "Debit Card"), to certain members who apply for any, and are approved for ATM Cards or Debit Cards. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our St. Cloud Financial Credit Union Internet Online Banking/Mobile Banking system.

When a secret Personal Identification Number ("PIN") is also provided to a member in relation to an ATM Card and/or a Debit Card, the ATM Card and PIN and/or the Debit Card and PIN can be used in any one of a number of 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 automated teller machines of the Credit Union and MasterCard® Network machines or facilities as the Credit Union may designate and participate with for you to use your ATM Card or Debit Card. Electronic fund transfers can also be made through our Telephone audio response access service once you have been issued secret PINs for those purposes.

This disclosure is furnished to you as a Member of St. Cloud Financial Credit Union. It meets the requirements of both the federal and Minnesota statutes relating to "electronic fund transfers". It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM or in any other manner. This disclosure is also a contract. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers" and the use of the Telephone audio response access service, your ATM/Debit Card and PINs, access by Code(s), or any other electronic fund transfers, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have an ATM Card and PIN, a Debit Card and PIN, a Telephone audio response access service PIN, St. Cloud Financial Credit Union Internet Online Banking/Mobile Banking system access and/or a PIN provided by us and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM Card, Debit Card, Telephone audio response or St. Cloud Financial Credit Union Internet Online Banking/Mobile Banking system to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive an ATM or Debit Card from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- If you receive access to use our On-Line Bill payment System for any transactions.
- If you authorize the payee of any share draft or e-Check to be processed electronically.
- 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 "electronic fund transfers", 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 "electronic fund transfers" service. "We" or "us" refer to St. Cloud Financial Credit Union.

THE FOLLOWING SECTIONS RELATE TO ALL "EFTS" AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF AN ATM CARD OR OTHERWISE

1. **Accounts Affected.** Each of your accounts at the Credit Union can be subject to some kind of "electronic fund transfer" service, with the exception of IRA's and Certificate accounts.

The affected accounts are sometimes referred to in this disclosure as "asset account(s)", "designated accounts" or simply as your "account(s)".

2. **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. **Types of Automated Teller Machine (ATM) Transactions.**

If you have an ATM Card or Debit/Check Card, along with a PIN, you can use it to make any or all of the following transactions at an Automated Teller Machine at the Credit Union or at any of the Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- a. Withdraw cash from your checking or primary savings account(s), not exceeding a *combined* withdrawal from savings, checking, Anytime Access LOC and electronic fund withdrawal per day of \$500.00. If our system is offline, you are limited to no more than \$200 per day.
- b. Transfer funds between your checking and primary savings accounts whenever you request.
- c. Obtain balance information for your checking or primary savings account(s);
- d. You may not use your card to initiate any type of gambling activity.

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

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 ATM's that are *within* our networks, which are Co-Op and 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 Credit Union.

Anyone who owns and operates an ATM terminal may not 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

4. **Fees.** See our Fee Schedule.
5. **Types of Debit Card/Check Card Transactions.** You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. The daily limit for signature-based debit card purchases is \$5,000.
6. **Electronic Check (e-Check) Conversion Transactions.** A transfer through an automated clearing house when you provide a share draft 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 share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the share draft is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers 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:

- a. Pay for purchases.
- b. Pay bills.

7. **St. Cloud Financial Credit Union Internet Online Banking/Mobile Banking and Telephone/Voice Response Transactions.**

If we approve the St. Cloud Financial Credit Union Internet Online Banking service for your account, a separate PIN (personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your account(s). At the present time, you may use the St. Cloud Financial Credit Union Internet Online Banking service to:

- Transfer funds from checking to checking or savings account(s);
- Transfer funds from savings to checking or savings account(s);
- Obtain balance information for all accounts;
- Apply for a consumer loan, (only on online banking);
- Make payments from checking or savings accounts on loans with this Credit Union;
- Transfer to another member's account
- Transfer funds from lines of credit to checking account(s).
- Set up account alerts (online and mobile banking only).

Some of these transactions may not be available on all mobile devices.

St. Cloud Financial Credit Union Internet Online Banking/Mobile Banking Transaction Restrictions:

- There are no limits on the number of inquiries, transfers or withdrawal requests per day, provided that you have sufficient funds in your account(s);
- Transfer Limitations in Section 12 may apply.

8. **Point Of Sale Transactions.** Point of Sale Transactions may be made with your Card and PIN (Personal Identification Number) to purchase goods or services at POS participating terminal Networks. Your MasterCard® Debit Card may be used to purchase goods or services from merchants who have arranged to accept a MasterCard® Debit Card as a means of payment. If you have a MasterCard® Debit Card, it may be used to purchase goods and services from MasterCard® Debit Card merchants. These merchants are collectively referred to as "Participating Merchants" and will display a MasterCard® logo or other symbol that identifies them as a merchant who will accept your Card. 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. Only checking accounts may be used in connection with point of sale transactions performed with your MasterCard® Debit Card. The daily limit for POS debit card transactions is \$5,000. Combined daily POS and ATM limit is also \$5,000.

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

10. **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. We will give you at least 30 days advance written notice before imposing or increasing any such fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

11. **Health Savings Accounts (HSA).** We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA – for example, depositing more than the allowable amount, or getting additional cash back on an HSA CheckCard/Debit Card transaction – can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure re intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensure withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

12. **Limitations on "Electronic Fund Transfers".** For savings accounts, we described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services. Transfers and withdrawals, such as those made in person, by mail, or at an ATM can be made without limitation.

13. **Documentation of Electronic Fund Transfers:**

- a. **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- b. **Small Dollar Terminal Transaction and Point-of-Sale Transactions:** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal, however, you may not always receive a receipt if the amount of the transfer is up to \$25.00 or less. Your use of this ATM card is your acknowledgement of the terms set forth in this disclosure, including this small transaction documentation section.
- c. **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at **(888) 252-2634 or (320) 252-2634** to find out whether or not the deposit has been made.
- d. **Periodic statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly).
- e. Your right to documentation as set forth in subsections A and D of this section does not apply when the electronic funds transfer occurs outside of the United States.

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

- a. Call us at (888) 252-2634, or write us at St. Cloud Financial Credit Union, 3030 First Street South, St. Cloud, MN 56301 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you a fee as set forth in the Fee Schedule for each stop-payment order you give.)
- b. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- c. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
15. **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.

16. **Errors or Questions.** In Case of Errors or Questions About Your Electronic Transfers Telephone us at: Phone: (888) 252-2634 or write us at: **St. Cloud Financial Credit Union**, 3030 First Street South, St. Cloud, MN 56301 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 (if any).
 - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - Tell us the dollar amount of the suspected error.

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

17. **Special Liability Protection Rules for MasterCard® Debit Card.** You will not be liable for any unauthorized transactions using your MasterCard® Debit Card, when used for point of sale transactions if you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft and upon becoming aware of such loss or theft, promptly reported the loss or theft to us. If any of these conditions are not met, your liability is the lesser of \$50.00 or the amount of money, property, labor, or service obtained by the unauthorized use.

"Unauthorized use" means the use of your credit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard®.

18. **Our Liability for Failure to Make "Electronic Fund Transfers".** If we do not complete an "electronic fund transfer" to or from your accounts on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer or, pursuant to our Funds Availability Disclosure, there are "uncollected" funds that are not available.
- 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 the ATM, telephone, Internet or any other electronic access device was not working properly and you knew about the problem when you started the transaction.
- If the error was caused by a system of any participating ATM network.
- 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 automated teller machine where you made the transfer did not have sufficient cash.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If circumstances beyond our control prevent the transfer (such as fire, flood, or power failure), despite reasonable precautions we have taken.

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 "electronic fund transfers". If you have bill payment services, you must contact the intended recipient of the transaction for inquiries other than confirmation of the amount transferred from your account to the merchant, the date of the transfer and the recipient's identity/name.

19. **Business Days.** Our "business days" are as follows:

We are not open for business on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or other holidays observed by the credit union. We reserve the right to change our "business days" and hours. You may get more updated information, including lobby hours, from our website at: www.stcloudfcu.coop

20. **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

21. **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 will give you at least 30 days advance written notice. 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. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. You may also terminate this agreement at any time by providing written notice to St. Cloud Financial Credit Union, 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 Credit Union, including but not limited to, ATM Cards, MasterCard® Debit Cards, PINs and Codes, which remain the property of the Credit Union.

22. **Card Ownership.** All ATM Cards, MasterCard® Debit Cards, and PINs 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 ATM/Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make a Telephone audio response service or St. Cloud Financial Credit Union Online Banking/Mobile Banking system, electronic fund transfer or e-Check(s) affecting your account(s) 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, plus our fee(s) for any such transactions that create an overdrawn account or accounts.

23. **Security of your Access Code(s).** To access certain EFT (Electronic Fund Transfers) services, you will need access codes (PINs [personal identification number]/Passwords). To access Online Banking/Mobile Banking and Voice Response, you will need a password, which you will obtain by contacting us. When you are issued a MasterCard® Debit Card, you will also be issued a PIN. When you enroll in Online Banking/Mobile Banking, Online BillPayer, Online Credit Card and eStatements, you will be issued a user I.D. and password. All these codes are confidential and should not be disclosed to third parties. You should not record your PIN number on your card(s) nor should you store your PIN with your card(s). You are responsible for safekeeping your access codes. You accept liability for all transactions made by yourself, joint account owners, or anyone else to whom you might give your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. You agree to notify St. Cloud Financial Credit Union of any loss or theft of your access codes. You understand that if you disclose your access codes to another person, whether it is through intentional, accidental, or negligent action, that you are responsible for any such transactions. If you fail to maintain the security of your access codes, and St. Cloud Financial Credit Union suffers a loss, the credit union may terminate your EFT services immediately. In the future, the credit union plans to offer additional electronic or online services that will also require Access Codes. This security policy will also apply to those services.

24. **Overdraft/Overlimit.** If you obtain cash from an ATM which creates a shortage in your account, or if you overdraw an account through use of the Telephone audio response access service, Online Banking/Mobile Banking access service, e-Check(s), 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 any fees applicable for your share draft 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 your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section.

Generally, our policy is to decline any Debit/Check Card Point of Sale transactions and ATM withdrawals when you do not have sufficient available funds for the purchase or withdrawal unless you have asked us to pay these items. Available funds include any balances in your designated overdraft protection source accounts (a Line of Credit loan or other deposit accounts). Generally, a hold is placed on your account for credit transactions until the transaction posts to your account up to a maximum of three days, whichever occurs first; ATM withdrawals are posted immediately. A transaction may be processed by the merchant/terminal which may cause your account balance to go into an overdraft status (negative balance) under the following circumstances:

- The merchant does not check your account for sufficient funds to approve the transaction. This practice is known as a "floor limit". No hold is placed on your account for the purchase.
- The merchant verification is for a small amount (generally \$1) instead of the higher actual purchase amount. Therefore, the hold placed on your account is lower than the actual purchase.
- The merchant verification is for a maximum purchase limit rather than the lower actual purchase amount. The hold placed on your account is higher than the amount of the actual purchase.
- The transaction posts after the three day hold expires.
- The merchant or ATM terminal cannot obtain an authorization from their processing center because of an interruption in the electronic connection between the site and the credit union. The transaction may be approved using lower pre-determined "stand-in" limits.

25. **Foreign Transaction Currency Conversion. 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.

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 applied 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.

26. **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.

27. **Governing Law.** This Agreement and Disclosure is governed by the Bylaws of St. Cloud Financial 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.

28. **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.

29. **Right to Bring Civil Action.** You have a right to bring a civil action against any person violating any provision of the Minnesota Statutes, Section 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 \$500.00. You may also be entitled to recover punitive damages, court costs and reasonable attorney fees.

30. **Consumer Liability:**

- a. **Consumer Liability.** Tell us AT ONCE if you believe your Automated Teller Machine Cards (ATM Card), MasterCard® Debit Card and/or PIN(s) or your Voice Response access service PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or your Credit Union Online Banking system has been accessed without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), MasterCard® Debit Card or your PIN(s) and/or your Voice Response access service PIN, and/or your Internet Premier Credit Union Online Banking system has been accessed without your permission, and you can lose no more than \$50 if someone used your card or otherwise accessed your account through one of the methods set forth above in this paragraph without your

permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), or otherwise accessed your account(s) without your permission, and we can prove we could have stopped someone from using your card(s) and/or PIN, access code, or otherwise, without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- b. **Special Liability Protection Rules for MasterCard® Debit Card.** You will not be liable for any unauthorized transactions using your MasterCard® Debit Card, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) and, upon becoming aware of such a loss or theft, you **PROMPTLY** report the loss or theft to us at (888) 252-2634 or write us at: **St. Cloud Financial Credit Union**, 3030 First Street South, St. Cloud, MN 56301 **IMMEDIATELY !!!** This zero liability rule will apply to all transactions conducted with a MasterCard branded card, including PIN-based transactions at Point of Sale and ATM, as long as the cardholder has exercised reasonable care in safeguarding the card from risk of loss or theft, and, upon becoming aware of any such loss or theft, **PROMPTLY** reports that loss or theft to this Credit Union.

If any of the above conditions in this Section (b) are not met, if you tell us within two (2) business days after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), MasterCard® Debit Card, St. Cloud Financial Credit Union's Online Banking system or your PIN(s) and/or your Voice Response system access service PIN, or your St. Cloud Financial Credit Union Online Banking system has been accessed without your permission, you can lose no more than \$50.00 for unauthorized transaction.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), or otherwise accessed your account(s) without your permission, and we can prove we could have stopped someone from using your card(s) and/or PIN, access code, or otherwise, without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

- c. **Contact in event of unauthorized transfer.** If you believe your Automated Teller Machine Cards (ATM Card), MasterCard® Debit Card and/or PIN(s) have been lost or stolen, or your Voice Response access service PIN, or our St. Cloud Financial Credit Union's Online Banking system access to your account has been compromised, call: (888) 252-2634 or write us at: **St. Cloud Financial Credit Union**, 3030 First Street South, St. Cloud, MN 56301 **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
- d. **Authorization.** If you furnish another person with your ATM card and PIN, any operable Code or Voice Response access service PIN, access code to your Internet St. Cloud Financial Credit Union's Online Banking or your check book, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even 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.

WIRE TRANSFER NOTIFICATION

(Uniform Commercial Code Article 4A)

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

St. Cloud Financial 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.

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.

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 Automated Clearing Houses ("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, including Article 4A of 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 a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.



Rates effective: September 1, 2023

	Balance Range	Annual Rate	Annual Percentage Yield
PRIMARY SAVINGS \$10 minimum balance to open account	All Balances	0.15%	0.15%
PENNY PRIMARY SAVINGS \$5 minimum balance to open account	All Balances	0.15%	0.15%
<i>Must be under age 18</i>			
CLUB SAVINGS No minimum balance to open	All Balances	0.15%	0.15%
WINCENTIVE SAVINGS \$5 minimum balance to open	All Balances	0.15%	0.15%
HEALTH SAVINGS CHECKING ACCOUNT No minimum balance to open	All Balances	0.50%	0.50%
BUSINESS CHECKING \$3,000 minimum balance	\$3000 & higher	0.05%	0.05%
DIAMOND CHECKING No minimum balance to open	First \$2,500	3.93%	4.00%
<i>Qualifications must be met monthly to earn dividend; see full disclosure for details</i>	\$2,501 - \$5,000	2.96%	3.00%
<i>See addendum for promotional rate details for qualifying new accounts</i>	\$5,001 - \$10,000	1.98%	2.00%
	\$10,001 & higher	1.00%	1.00%
MONEY MARKET ACCOUNT \$2,000 minimum balance	\$2,000 - \$9,999	1.14%	1.15%
	\$10,000 - \$24,999	1.14%	1.15%
	\$25,000 - \$49,999	1.29%	1.30%
	\$50,000 - \$99,999	1.49%	1.50%
	\$100,000 - \$249,999	1.59%	1.60%
	\$250,000 & higher	1.98%	2.00%
DIAMOND MEMBERSHIP MONEY MARKET \$2,000 minimum balance		1.00% above regular Money Market APY for each tier	
<i>*Qualifications must be met to earn premium dividend; see full disclosure for details</i>			
NON-PROFIT MONEY MARKET ACCOUNT No minimum balance	All Balances	1.49%	1.50%
IRA MONEY MARKET ACCOUNT No minimum balance to open	\$0 - \$9,999	1.14%	1.15%
	\$10,000 - \$24,999	1.14%	1.15%
	\$25,000 - \$49,999	1.29%	1.30%
	\$50,000 - \$99,999	1.49%	1.50%
	\$100,000 - \$249,000	1.59%	1.60%
	\$250,000 & higher	1.98%	2.00%
DIAMOND MEMBERSHIP IRA MONEY MARKET \$2,000 minimum balance		1.00% above regular IRA Money Market APY for each tier	
<i>*Qualifications must be met to earn premium dividend; see full disclosure for details</i>			

Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States government.





Diamond Checking Rate Addendum
Dividend is figured daily and paid monthly on all accounts.

Rates effective: September 1, 2023

	Balance Range	Annual Rate	Annual Percentage Yield
DIAMOND CHECKING No minimum balance to open	*First \$2,500	6.785%	7.00%
<i>Qualifications must be met monthly to earn dividend; see full disclosure for details</i>	\$2,501 - \$5000	2.96%	3.00%
<i>*Promotional APY for first \$2500 balance for first 12 months of account opening. Only applicable to new Diamond Checking accounts for members with a <u>new or active</u> SCFCU Mastercard credit card linked to this Diamond checking, <u>or a new auto loan</u> with the credit union; see full disclosure for details.</i>	\$5,001 - \$10,000	1.98%	2.00%
	\$10,001 & higher	1.00%	1.00%

Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States government.





Rates effective: September 1, 2023

INVESTMENT AND IRA CERTIFICATES

Opening Balance	Term	Rate	Annual Percentage Yield
\$500 or more	3 Months	2.47%	2.50%
	6 Months	3.445%	3.50%
	12 Months	3.69%	3.75%
	24 Months	3.74%	3.80%
	36 Months	3.74%	3.80%
	48 Months	3.74%	3.80%
	60 Months	3.74%	3.80%
	12 Months – Business only	3.74%	3.80%
Diamond Membership Certificates**	All standard terms		0.50% above stated APY

FLEXIBLE INVESTMENT CERTIFICATES

Opening Balance	Term	Rate	Annual Percentage Yield
Sprout \$100 or more	12 Months	0.75%	0.75%
Zig Zag--\$500 or more	24 Months	1.98%	2.00%
Zig Zag--\$500 or more	36 Months	2.23%	2.25%
Zig Zag--\$500 or more	48 Months	2.37%	2.40%

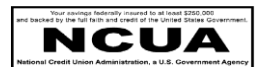
Rates are subject to change daily.

Investments and certificates are available to individual and business members, unless otherwise noted. Zig Zag not eligible for IRA.

There is substantial penalty for early withdrawal from a savings certificate. Zig Zag certificate allows one penalty free withdrawal per year.

**Qualifications must be met to receive Diamond certificate rate bonus, not available for business or commercial members; see disclosure for full details.

Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government.



Fee Schedule

June 21, 2023

St. Cloud Financial Credit Union

When you review our fees (or lack of fees, compared to banks and other credit unions), we believe you will realize the value of doing your banking at St. Cloud Financial Credit Union.

Please contact Member Services if you have any questions.

Here are the FREE services we provide. Compare these to your current bank!

Anytime Access Personal Line of Credit & Overdraft Protection	No annual fee/No fee for advances
Consumer Loans	No application fees
Automated (Recurring) Loan Transfer • Bill Payer	FREE
Debit Card • Notary Service (for members) • Online Banking & Mobile Banking	FREE
Phone Transfers • Local Phone Support	FREE
Signature Guarantee services for members	FREE
Plus: • Immediate credit on deposits, even on Saturday • No deposit cut-off time • Online Banking displays up-to-the-minute transactions • Overdrafts covered first by your savings balance •	
Everyday Spend Card	
• Card Order	\$5.00
Account Research	\$ 20.00 per hour
ATM Non-CO-OP Network, Non-Fastbank Free, and non-MoneyPass Network Transactions (withdrawals, inquiries, or transfers)	\$1.50 per transaction
ATM Fees - International Machines	
• International Transaction Fee, charged by Mastercard	1% of transaction
• SCFCU Fee	\$1.50 per transaction
• Fees Charged by ATM Owner	
Business Accounts	
• Small Business Checking (no minimum balance required, no per-check deposit fee)	FREE
• Commercial Checking - Monthly Maintenance	\$20.00
Cashier's Check	
• For Paying Bills	\$2.00
• Stop Payment	\$10.00
Checkbook Balancing	\$ 20.00 per hour
Check Copy, through the credit union	\$2.00
Check Cashing	
• Members (combined average 60-day savings balance under \$50, and no other services; no fee for members under age 16)	\$5.00 per transaction
• Non-Members (on-us checks only)	
- Up to \$100	No fee
- \$100 and over	\$5.00
- \$1,000 and over	\$10.00
Checking Accounts – Reward, Regular, Dividend, Prestige	\$3.95 a month
• Harvest Checking – if requirements are not met	\$5.95 a month
Coin Orders (for non-business accounts)	\$5.00
Collection Item	\$10.00
Convenience Loan Payment Fee (for making loan payments with a debit/credit card or one-time ACH payment)	\$10.00
Debit Card	
Rush Order – Overnight FedEx	\$50.00
Rush Order – 2 day FedEx Shipping	\$35.00
Dormant Account	\$25.00
Fax - Long Distance	\$1.00
Foreign Check Exchange	
• Cash Letter	\$10.00
• Collection	\$25.00
Garnishment/Levy	\$100.00
HSA (Health Savings Accounts) Early Closure (within first year)	\$25.00
Inactive Membership Fee – Effective when the combined account balance under one member number has less than \$100 average balance, and there is no activity for 12 months. Fee is waived for youth 17 and under.	\$10.00 a month
Interim Account History	\$5.00
International Draft	
• US Currency	\$25.00
• Foreign Currency	\$25.00

IRA Early Closure (within first year)	\$25.00
Loan Modification Fee	\$35.00
Mortgage Subordination Agreement	\$100.00
Notary Service for Non-Members	\$5.00
NSF Items (checks, debit card purchases, and automatic withdrawals)	
• Return Item	\$35.00
• Courtesy Pay Item	\$35.00
• Deposit Item Return - Check drawn on the member's account at another institution	\$35.00
• Deposit Item Return - Previously paid mobile/remote deposit check	\$35.00
• Deposit Item Return - Check from another party	\$5.00
Primary Savings Closure (within six months of opening)	\$10.00
Returned Statement Fee (avoid fee by notifying the credit union immediately of all address changes)	\$5.00
Safe Deposit Boxes	
• 3 X 5	\$18.00 a year
• 3 X 10	\$30.00 a year
• 5 X 10	\$40.00 a year
• 10 X 10	\$80.00 a year
• Lost Key	\$25.00
• Drilled Box	\$250.00
Statement Copy	\$5.00
Stop Payment Order	\$35.00
Travel Money Card	\$5.00
UCC Termination	\$20.00
Visa Gift Card	
• Over-the-Counter	\$3.95
Wincentive Savings Account (S40)	
• First withdrawal	\$10.00
• Second withdrawal	\$25.00
Wire Transfer	
• Outgoing Within USA	\$20.00
• Incoming	\$10.00



Privacy Disclosure

FACTS	WHAT DOES ST. CLOUD FINANCIAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share 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?	<p>The types of personal information we collect and share depends on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit scores
How?	All financial companies need to share member personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information, the reasons that St. Cloud Financial Credit Union chooses to share, and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does SCFCU share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts, respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For our non-affiliates to market to you	No	We don't share

To Limit Our Sharing	<ul style="list-style-type: none"> • Call 320.252.2634 or 1.888.252.2634 – our menu will prompt you through your choice(s) or • Visit us online at SCFCU.org <p>Please note: When you are <i>no longer</i> our member, we continue to share information as described in this notice.</p>
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Questions?	Call 320.252.2634 or 1.888.252.2634 or go to SCFCU.org
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Who We Are

Who is providing this notice?

St. Cloud Financial Credit Union

What We Do

How does St. Cloud Financial Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does St. Cloud Financial Credit Union 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 for others, such as credit bureaus, affiliates, or other companies.

Why can't I limit sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial or non-financial companies. *Our affiliates include Servion's business lending, mortgage, title, investment, and realty services; CoOp's card processing services; LendKey's student loan services; and Alloya's check processing and wire services.*

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies. *Non-affiliates we share with can include data processors, insurance companies, government agencies, plastic card processors, statement mailers, mortgage service companies, consumer reporting agencies, check printers, collection companies, business banking service providers, and IRA/HSA service providers.*

Joint marketing

A formal agreement between non-affiliated financial companies that, together, market financial products or services to you. *Our joint marketing partners include MasterCard and CUNA Mutual Group's TruStage.*



Mastercard® Guide to Benefits

for Enhanced Debit
Mastercard Cardholders

St. Cloud Financial Credit Union Enhanced Debit Mastercard

Important information. Please read and save.

This Guide to Benefits contains detailed information about insurance, retail protection and travel services you can access as a preferred cardholder. This Guide supersedes any guide or program description you may have received earlier.

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at **1-800-Mastercard: 1-800-627-8372,** or **en Español: 1-800-633-4466.**

"Card" refers to Enhanced Debit™ Mastercard® card and
"Cardholder" refers to a Enhanced Debit™ Mastercard® cardholder.

Key Terms

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company, Inc. (Except for Satisfaction Guarantee refer to AIG Warranty Guard, Inc.)

Administrator means Sedgwick Claims Management Services, Inc., you may contact the administrator if you have questions regarding this coverage or would like to make a claim. The administrator can be reached by phone at **1-800-Mastercard**.

Authorized User means an individual who is authorized to make purchases on the covered card by the cardholder and is recorded by the Participating Organization on its records as being an authorized user.

Cardholder means the person who has been issued an account by the Participating Organization for the covered card.

Covered Card means the Mastercard card.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The EOC, Key Terms, and Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the EOC, Key Terms, or Legal Disclosures are not a part of your coverage.

United States Dollars (USD) means the currency of the United States of America.

Mastercard ID Theft Protection™

Program Description:

Mastercard ID Theft Protection (IDT) provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft. This product offering will alert you about possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information in order to detect fraud at its inception.

Eligibility:

All Mastercard consumer debit cardholders in the US are eligible for this coverage.

Access:

Simply contact **1-800-Mastercard** if you believe you have been a victim of Identity Theft.

Services Provided:

Services provided are on a 24-hour basis, 365 days a year. In order to receive the following services, you must enroll at <https://mastercardus.idprotectiononline.com/>. The services include:

Online Monitoring Dashboard (requires activation): The online monitoring dashboard is the primary user interface

for cardholders. It serves as a repository of all the personally identifiable information (PII) data the cardholder wants to monitor, tracks and displays cardholders' risk score, and provides access to identity protection tips. It is also the platform for cardholders to respond to identity monitoring alerts.

Monthly Risk Alert / Newsletter: Cardholders will receive a monthly newsletter with information on the cardholder's risk score, and articles pertaining to good identity protection practices.

Identity Monitoring: IDT searches the internet to detect compromised credentials and potentially damaging use of your personal information, and alerts you via email so that you can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Data elements that can be monitored are:

- Email addresses
- Debit/credit cards/prepaid cards
- Bank accounts
- Web logins; username and password
- Medical insurance cards
- Drivers' license
- Loyalty cards
- Affinity cards
- Passport number
- Vehicle insurance cards
- Social Security number

To take advantage of this service, the cardholder must enter the personal information they wish to monitor on the dashboard.

Resolution Services: You will have access to a team of identity theft resolution specialists, available 24 hours a day, 365 days a year to help resolve your identity theft incident and prevent further damage. The resolution specialists are native speakers of English, French and Spanish, and are based out of Bethesda, Maryland. Cardholders are given the option to sign limited power of attorney (LPOA) to the specialist, to allow them to conduct resolution activities on the cardholders' behalf, including contacting police, credit agencies, and other authorities, translating information, and closing and replacing breached accounts.

Lost Wallet Assistance: Cardholder's will be provided assistance with notifying the appropriate issuing authorities to cancel and replace stolen or missing items, such as their debit/credit card, driver's license, Social Security card, and passport.

Single Bureau Credit Monitoring: Cardholders' **TransUnion** credit file will be monitored for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. An alert notification

via email will be sent anytime a hard inquiry is made on the cardholders' TransUnion credit file so they can take immediate action to minimize damage.

To take advantage of this service, the cardholder must enter their Social Security number on the dashboard and pass credit authentication.

Financial Account Takeover: IDT monitors cardholder's high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Monitored transactions include:

- Debit/credit cards/prepaid cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

To take advantage of this service, the cardholder must enter the accounts they wish to protect on the dashboard.

URL and Domain Monitoring: URL and Domain monitoring allows Cardholder to enter up to 10 domain or URL names related to cardholder's business. This service will monitor the domain and URL names for any compromised email addresses associated with the domain or URL names and if compromised email addresses are found in a data breach, this service will alert the registered cardholder via email and provide information regarding the specific email address that was breached along with information about the date found and source (provided that this information is available).

For more information regarding the services stated above and additional information, please visit <https://mastercardus.idprotectiononline.com/>.

Charges:

There is no charge for these services, they are provided by your Financial Institution.

Services NOT Provided:

- When it is determined you have committed any dishonest, criminal, malicious or fraudulent act.
- When your financial institution or card issuer which provides this Service, has investigated the event and deemed you are responsible for the charge or event.
- When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

Program Provisions for Mastercard ID Theft Protection:

This service applies only to you, the named Mastercard cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program. The provider, Generali Global Assistance, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible Mastercard cardholders at no additional cost and is in effect for acts occurring while the program is in

effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible Mastercard cardholders, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact **1-800-Mastercard**.

Extended Warranty

Evidence of Coverage

Refer to Key Terms for the definitions of You, Your, We, Us, Our, and words that appear in bold and Legal Disclosures.

A. To get coverage:

- You must purchase the new item entirely with your **covered card** and/or accumulated points from your covered card for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

B. The kind of coverage you receive:

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your covered card or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, this benefit will not apply.

- We or our **administrator** will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/ services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.

- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.

E. How to file a claim:

- Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to initiate a claim. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
 - Receipt showing covered item(s).
 - Statement showing covered item(s).
 - Itemized purchase receipt(s).
 - Original manufacturer's (or U.S. store brand) warranty.
 - Service contract or optional extended warranty, if applicable.
 - Itemized repair estimate from a factory authorized service provider.
- Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

Satisfaction Guarantee

The Legal Disclosure is part of this agreement.

A. To get coverage:

You must purchase the new item entirely with your **covered card** and/or accumulated points from your covered card for yourself or to give as a gift.

B. The kind of coverage you receive:

- Purchases you make entirely with your covered card are covered for sixty (60) days from the date of purchase as indicated on your receipt for a full refund in the event that you are dissatisfied with your purchase and the store will not accept the item for return.
- Items you purchase with your covered card and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage.

C. Coverage limitations:

- Coverage is limited to the actual cost of the item (excluding taxes, storage, shipping, and handling costs), up to \$250 per claim. In no event will we pay more than the purchase price of the item.
- Items must be returned undamaged, in good working condition, and in its original and complete packaging. You are responsible for all mailing costs.

D. What is NOT covered:

- Damaged, defective, or non-working items.
- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.

- Customized/personalized, rare, one of a kind, or special order items.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Items purchased for resale, professional, or commercial use.
- Plants, shrubs, animals, pets, consumables, and perishables.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes).
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins, currency or its equivalent.
- Shipping charges, taxes, storage fees, postage, transportation and delivery charges; promised time frames of delivery.
- Products purchased at auctions.

E. How to file a claim:

Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to initiate a claim. You must report the claim within sixty (60) days of the date of purchase or the claim may not be honored.

- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
 - o Receipt showing the purchased item(s).
 - o Statement showing the purchased item(s).
 - o Itemized purchase receipt(s).
 - o Written documentation from the store manager or equivalent on store letterhead documenting the refusal to accept the returned item.
 - o A copy of the store's return policy.
- Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

You must send the item to us or our administrator before any claim will be paid. Item must be returned in its original packaging along with the original owner's manuals and warranty information. You are responsible for all mailing or shipping costs to us or our administrator. Items sent to us or our administrator will not be returned to you.

Mastercard Global Service

Mastercard Global Service™ provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting** and **Emergency Card Replacement**.

Call Mastercard Global Service immediately to report your card lost or stolen and to cancel the account.

Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309**. When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language.

You can call toll-free from over 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

Australia	1-800-120-113	Mexico	001-800-307-7309
Austria	0800-070-6138	Netherlands	0800-022-5821
France	0-800-90-1387	Poland	0-0800-111-1211
Germany	0800-071-3542	Portugal	800-8-11-272
Hungary	06800-12517	Spain	900-822-756
Ireland	1-800-55-7378	United Kingdom	0800-96-4767
Italy	800-870-866	Virgin Islands	1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our website at **www.mastercard.com** or call the United States collect at **1-636-722-7111**.

Account Information and Card Benefits:

When in the United States, contact your card issuer directly for account information and **1-800-Mastercard** for card benefits. When traveling outside the U.S., call Mastercard Global Service to access your card issuer for account information or to access any of your card benefits.

ATM Locations:

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at **www.mastercard.com** to use our ATM locator.

You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

Mastercard Airport Concierge™

Your passport to the finer side of air travel.

Enjoy a 15% savings on Airport Meet and Greet services. Arrange for a personal, dedicated Meet and Greet agent to escort you through the airport on departure, arrival or any connecting flights at over 700 destinations worldwide 24 hours a day, 7 days a week, 365 days a year. There are also certain airports where you can be expedited through the security and/or the immigration process. To reserve Mastercard Airport Concierge services visit **www.mastercard.com/airportconcierge** or consult your Travel Advisor.

Account and Billing Information

Important: Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

Reminder: Please refer to the Legal Disclosure section.

Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the account holder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and **EOC** are governed by the Group Policy.

Effective date of benefits: Effective July 1, 2019, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: No rights or benefits provided under these insurance benefits may be assigned without the

prior written consent of the claim **administrator** for these benefits.

Misrepresentation and Fraud: Benefits shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage.

Dispute Resolution – Arbitration: This EOC requires binding arbitration if there is an unresolved dispute concerning this EOC (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this EOC. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

Subrogation: If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

Salvage: If an item is not repairable, the claim administrator may request that the cardholder or gift recipient send the item to the administrator for salvage at the cardholder's or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.**

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the Mastercard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

**To file a claim, call 1-800-Mastercard: 1-800-627-8372,
or en Español: 1-800-633-4466.
Visit our Web site at www.mastercard.com.**

