



May 8, 2023

## Welcome to NuMark Credit Union

[First Name] [Last Name]  
[Street Address]  
[City], [State] [Postal Code]

Dear [First Name],

We are excited to share that the merger between Pioneer State Bank and NuMark Credit Union was completed on April 1, 2023. You are now a part of the NuMark Credit Union family. Our leadership team is diligently working on integrating the two account processing systems, with conversion scheduled on July 7, 2023.

Once that has been completed, you will be able to take full advantage of all the financial services NuMark Credit Union has to offer. We are focused on providing the best member value, and we are looking forward to serving all of your financial needs. Soon, you will have access to 55,000+ surcharge-free ATMs and 5,600 shared branches nationwide. At a COOP Shared Branch, NuMark members can make deposits, withdrawals, account transfers, account inquiries, loan payments and loan advances.

### Getting Ready for Conversion

In order for you to be able to take advantage of all of our products and services, we need to bring all accounts into our system. In order to make this a smooth transition, there may be steps you need to take. Please review the Key Action Items in the Timeline below.

Date	Key Action Items
June 2023	<ul style="list-style-type: none"><li>Online Bill Pay access ends at approximately 7:00 AM on Friday, June 30<sup>th</sup>. Be sure to collect any information you need the bill pay system during the month of June. Consider saving/printing payee information (account number, payment address, payment date), statements, proof of payment, or any other information you may wish to retain for your records. <b>Neither Pioneer State Bank nor NuMark will have access to this information after June 30<sup>th</sup>.</b></li><li>Online and Mobile Banking will be taken offline the afternoon of July 7, 2023. Please print your account history, statements, recurring transfers, or any other information you wish to retain before July 7<sup>th</sup>.</li></ul>

<p><b>Week of June 19<sup>th</sup> and June 26<sup>th</sup> 2023</b></p>	<ul style="list-style-type: none"> <li>• If you have an active Pioneer State Bank debit card, your NuMark debit card will arrive sometime during the week of June 18<sup>th</sup> or June 26<sup>th</sup>.</li> <li>• Activate your NuMark debit card and set your PIN number upon receipt.</li> <li>• Keep your NuMark Visa debit card safe until Monday, July 10, 2023, when your card is linked to your NuMark checking account.</li> <li>• A letter will be sent with specific debit card information.</li> <li>• Didn't receive a card? Visit us on or after July 10<sup>th</sup> and a card can be issued on the spot!</li> </ul>
<p><b>Week of June 26<sup>th</sup> 2023</b></p>	<ul style="list-style-type: none"> <li>• If you haven't already, remember to print any information you wish to retain from online banking, mobile banking or bill pay. Bill Pay will no longer be available beginning around 7:00 AM on June 30<sup>th</sup>. Consider printing payee information, statements, proof of payment or any other information you may wish to retain for your records. <b>Neither PSB nor NuMark will have access to this information after June 30<sup>th</sup>.</b></li> <li>• Online and Mobile Banking will be taken offline the afternoon of July 7, 2023. Please print any account history, statements, recurring transfers, or any other information you wish to retain before July 7<sup>th</sup>.</li> </ul>
<p><b>Thursday, June 29<sup>th</sup> 2023</b></p>	<ul style="list-style-type: none"> <li>• <b>LAST CHANCE TO PRINT BILL PAY INFORMATION.</b> Access to online bill pay will end on Friday June 30<sup>th</sup> at approximately 7:00 AM.</li> <li>• <b>Remember, payments scheduled through July 7<sup>th</sup> will be paid. Payments that are pending or scheduled after July 7<sup>th</sup> will be cancelled.</b></li> <li>• Consider printing payee information, statements, proof of payment, or any other information you may wish to retain for your records. Neither PSB or NuMark will have access after June 30<sup>th</sup>.</li> </ul>
<p><b>Friday, June 30<sup>th</sup> 2023</b></p>	<ul style="list-style-type: none"> <li>• Access to online bill pay will discontinue on Friday, June 30<sup>th</sup> at approximately 7:00 AM.</li> <li>• <b>Remember, payments scheduled through July 7<sup>th</sup> will be paid. Payments that are pending or scheduled after July 7<sup>th</sup> will be cancelled.</b></li> <li>• Online and Mobile Banking will be taken offline the afternoon of July 7, 2023. Please print any account history, statements, recurring transfers, or any other information you wish to retain before July 7<sup>th</sup>.</li> </ul>
<p><b>Friday, July 7<sup>th</sup> 2023</b></p>	<ul style="list-style-type: none"> <li>• <b>Pioneer State Bank branches will close at 3:00 PM on Friday, July 7<sup>th</sup> to allow time for the conversion process.</b></li> <li>• PSB online and mobile banking will be taken offline at approximately 2:30 PM on Friday, July 7<sup>th</sup>. This is your last opportunity to print any information from the PSB platform.</li> <li>• <b>All bill payments scheduled through July 7<sup>th</sup> will be paid. Payments that are pending or scheduled after July 7<sup>th</sup> will be cancelled.</b></li> <li>• Pioneer State Bank's core system will be taken offline after 2:30 PM on Friday, July 7<sup>th</sup>.</li> <li>• PSB debit cards will be functional during this time.</li> </ul>

<b>Saturday, July 8<sup>th</sup> 2023</b>	<ul style="list-style-type: none"> <li>• <b>Pioneer State Bank branches will be closed due to the conversion process.</b></li> <li>• <b>Pioneer State Bank debit cards will be functional during this time.</b></li> </ul>
<b>Monday, July 10<sup>th</sup> 2023</b>	<ul style="list-style-type: none"> <li>• Your NuMark Debit Card will begin working between 3:00 AM and 6:00 AM.</li> <li>• Congratulations! You now have access to over 55,000 FREE ATMS through Allpoint, CO-OP and NuMark.</li> <li>• Your Pioneer State Bank debit card is no longer active, so you can properly destroy this card or bring it to a branch location for proper destruction.</li> <li>• Register for NuMark Online, download and log into the NuMark Mobile App using the same credentials as NuMark Online (remember to set biometrics for easy future logins), register for Bill Pay (enter payees, schedule payments).</li> <li>• You now have access to all NuMark branches and Shared Branching locations.</li> <li>• <b>Legacy Pioneer State Bank branches will open late on Monday, July 10, 2023, to allow time for the tellers and bankers to complete the final steps of the conversion process.</b></li> <li>• Register for e-statements.</li> </ul>
<b>July 22<sup>nd</sup> 2023</b>	<ul style="list-style-type: none"> <li>• <b>Join us for Shred Day from 9:00 AM to 11:45 AM at the Earlville Branch.</b></li> <li>• Shred up to two paper boxes of papers and electronics.</li> <li>• The perfect time to get rid of old personal documents.</li> <li>• Closed bags and boxes with lids only.</li> <li>• Tube televisions, cloth or metal items, glass, monitors, and clothing are not accepted.</li> </ul>
<b>August 2023</b>	<ul style="list-style-type: none"> <li>• Would you like to do more with your money?</li> <li>• Schedule time with your favorite NuMark team member to make sure you are making the most of your membership!</li> </ul>

Enclosed you will find more information about credit unions along with important account information as well as a variety of other legalese required by our regulators. Please refer to the **Changes Effective as of July 8, 2023 Document** enclosed.

**Please visit [numarkcu.org/psb-customers](http://numarkcu.org/psb-customers) for important dates and additional merger information.** Should you have any questions, please call us in Earlville at 815-246-8411 or Paw Paw at 815-627-2651 or Sublette at 815-849-5242. We are here and ready to help you in any way we can.

As a member of the NuMark family, we look forward to showing you the value of credit union membership. Our financial experts are ready to listen to your needs and help you achieve your dreams. Let's talk about your plans for the future.

Sincerely,



Lloyd M. Fredendall  
President and CEO

# WHAT IS A CREDIT UNION?



## HOW IS A CREDIT UNION DIFFERENT THAN A BANK?

Credit unions are not-for-profit financial organizations that exist to serve their members. Like banks, credit unions accept deposits, make loans, and provide a wide array of other financial services. But as member-owned, cooperative institutions, credit unions are focused on providing the best value for their members. At NuMark Credit Union we want to help our members do more with their money.



### MEMBER-OWNED

Credit unions are owned and operated by the people they serve. Each member has a vote. A volunteer board of directors is elected by the members to oversee a credit union.



### NOT-FOR-PROFIT

Profits made by credit unions are returned to members in the form of reduced fees, higher savings rates, and lower loan rates. In recent years, NuMark Credit Union has given back over \$3.5 million to their members in the form of cash rebates above and beyond normal account dividends.

Reduced Fees



Saving Rates

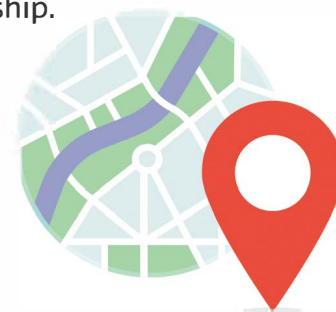
Loan Rates



## MEMBERSHIP

Members of a credit union share a common bond, also known as our field of membership.

Membership in NuMark Credit Union is open to people who live, work, worship or go to school in parts of Northern and Central Illinois or live, work or worship in parts of Northwest Indiana; employees of more than 450 Select Employer Groups; and family members of current members. Visit [numarkcu.org](http://numarkcu.org) for more details.



Federally Insured by NCUA

[NUMARKCU.ORG](http://NUMARKCU.ORG)



# WHAT IS A CREDIT UNION?



## COMMUNITY INVOLVEMENT

Credit Unions are involved in their local communities. At NuMark, we provide:



Free Member Education



Youth Financial Literacy Programs



Support of Community Events & Organizations



Resources for Small Businesses

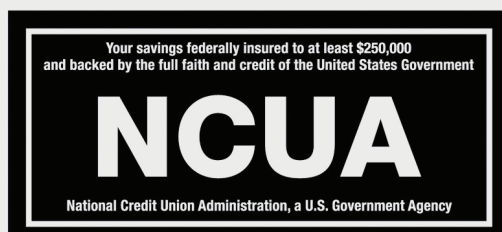
## COOPERATIVE

The cooperative structure of credit unions creates a cycle of mutual assistance. One member's savings becomes another member's loan. At NuMark Credit Union, our mission is to enrich the financial lives of our members.



## FEDERALLY INSURED

Yes, your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration, U.S. Government Agency.



## ADDITIONAL RESOURCES

National Credit Union Administration Website  
[www.NCUA.gov](http://www.NCUA.gov)

NCUA's Consumer Website  
[www.MyCreditUnion.gov](http://www.MyCreditUnion.gov)



NUMARKCU.ORG



## Changes Effective as of July 8, 2023

### TERMS AND CONDITIONS OF YOUR ACCOUNT

#### Share Draft Changes

- When you deposit a check, the full amount of the deposit may not be available at the time of deposit. Please refer to the enclosed Funds Availability Disclosure for more information.
- NuMark reserves the right to refuse an on-us check.
- NuMark does not send Non-sufficient Funds notices.
- Please refer to paragraph nine of the business agreement for the details regarding the treatment of overdrafts.

#### Checking Accounts

Members who had a Business Checking at Pioneer State Bank will have a Business Free Checking after conversion. Members who had a Business Interest Checking, Business Premier Checking or a Muni Interest Checking at Pioneer State Bank will have a Business Interest Checking after conversion. Please see the enclosed Membership and Account Agreement for details on the Business Free Checking and the Business Interest checking. Please see the enclosed rate sheet for tier changes and balance requirement. After the conversion, we would be happy to talk more about your needs and our checking account options available. We want to help you do more with your money.

#### Certificate of Deposits

- Your Pioneer State Bank Certificate of Deposit (CD) will move to NuMark Credit Union exactly as agreed upon at Pioneer State Bank. The terms and conditions of the certificate will match the terms agreed upon when the certificate was opened until the CD reaches maturity.
- A notice will be delivered approximately 40 days before maturity and will include a Truth in Savings for CDs, so you can review the terms of NuMark Credit Union Certificates of Deposit.
- At maturity, **non-renewable** Pioneer State Bank CDs will be disbursed to you in the manner disclosed at the time the CD was opened. In most cases it is disbursed as a check.
- At maturity, **renewable** Pioneer State Bank CDs will renew into NuMark Credit Union CD types.
- In most cases, Pioneer State Bank CD terms match NuMark Credit Union CD terms. When the terms match, the CD will renew into a matching term. For example, a 12-month Pioneer State Bank CD will renew into a 12-month NuMark Credit Union CD. However, in cases in which NuMark Credit Union does not offer a matching term, the following changes will be made when the CD renews:

Pioneer State Bank CD Term	NuMark Credit Union CD Term
90-day CD	6-month CD
6-month IRA CD	12-month IRA CD
18-month CD	12-month CD
30-month CD	24-month CD

- Your Pioneer State Bank CD has a grace period which was disclosed when your CD was opened. Upon maturity, you can use the grace period (typically 10 days) to make changes to the account. During this grace period you can change the term, change the interest payment method, add funds, or withdraw funds. This is a perfect time to review your account relationship with your favorite Member Service Specialist to ensure you are making the most of your membership. Let us help you do more with your money!

## **FUNDS AVAILABILITY**

The ability to withdraw funds on your transaction accounts will be changing. Please see the enclosed Funds Availability Disclosure for full details.

The following items are important changes:

- Our policy is to delay the funds available from your deposits to your transaction account.
- Funds from electronic deposits will be available when we receive the deposit.
- Funds from the following deposits are available by the first business day after the day of your deposit:
  - U.S. Treasury checks payable to you.
  - Wire transfers
  - Checks drawn on NuMark Credit Union.
- Funds deposited in person for the following will also be available on the next business day:
  - Cash
  - State and local government checks that are payable to you.
  - Cashier's, certified, and teller's checks that are payable to you.
  - Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders made payable to you.
- The first \$225 from a deposit of another check will be available by the first business day after the day of deposit. The remaining funds will be available on the second business day after the day of deposit.
- NuMark's business day ends at closing and not 3:00 p.m. All deposits made after 3:00 p.m. until closing are considered deposited the same day.

## **LOAN PAYMENTS**

- Please refer to your statement or loan coupon book for loan payment dates.

## **FEE CHANGES**

- Please refer to the enclosed Fee Schedule for any updated fees.

## **STATEMENTS**

- You will be receiving two statements for July 2023. One statement with transactions through July 7<sup>th</sup>. The second statement will be cut on July 31<sup>st</sup> and will include all transactions after July 7<sup>th</sup> through July 31<sup>st</sup>.
- Subsequent statements will be sent monthly and will include the previous month's transactions.



# Fee Schedule

Fewer Fees. That's the NuMark Family Difference.

## Free Services

Mobile Deposit	Mobile and Online Banking	Mobile and Online Bill Pay
Visa Debit Card	NuMark ATM Transactions	Person-to-Person Payments
E-Statements	Incoming Wire Transfers	Notary Public

## Checking Accounts

Common Cents Checking	<b>FREE</b>
High Yield Checking	<b>FREE</b>
NuDreams Checking (Youth)	<b>FREE</b>
NuStart Checking	\$5.00/month

## Bill Payment Services

Online Bill Payment	<b>FREE</b>
Gift Check	\$2.99
Charitable Donation	\$1.99
Next Business Day Check Delivery	\$19.95
Second Business Day Check Delivery	\$14.95
Second Business Day Electronic Delivery (if available)	\$4.95

## ATM/Debit Card Services

ATM Card ( <i>grandfathered accounts only</i> )	\$4.00/month
ATM Withdrawal at Non NuMark ATM	\$1.50 (First 4 Free)
Balance Inquiry at Non NuMark ATM	\$1.50 (First 4 Free)
ATM/Debit Card Non Sufficient Funds (NSF) or Courtesy Pay	\$30.00
Inactive Debit Card Fee (No use in 12 months or more)	\$5.00/month
Visa® International Transaction Fee	1%
PIN Replacement	<b>FREE</b>
Plastic Card Replacement	\$10.00
Rush Debit Card Replacement	\$30.00
Withdrawal at NuMark ATM Locations	<b>FREE</b>

## Notice Regarding Fees by Others

*If you use an ATM that is not operated by us or one that does not have a surcharge free display for Credit Union card holders, you may be charged a fee by the operator of the machine and/or by an automated transfer network. Our NuMark Credit Union Visa Debit Cards can be used at ATM machines displaying the following logos: Visa; MasterCard; Alliance One; Exchange; Star; Cirrus; Co-op Network; Allpoint.*

## Wire Transfers:

Domestic Wire	\$22.00
Incoming Wire	<b>FREE</b>
International Wire	\$40.00
All wires available Monday – Friday with 4:00pm cut off time	





<b>Miscellaneous Services</b>	
Accounts Closed Within 60 Days of Opening	\$25.00
Account Reconciliation Services	\$25.00/hour
Account Research Fee	\$50.00/hour
Cashier's/Official Check	\$5.00
Check by Phone	\$11.00
Check Printing	Varies by Design
Coin Counting Fee (Available at select locations)	7% of Total
Deposit Checks Returned Unpaid ( <i>in-person or by ATM/debit card</i> )	\$15.00/check
Excessive Withdrawal Fee ( <i>Share savings and money market accounts only</i> )	\$5.00/each (First 6 free)
Express Mail Fee	Actual Cost + \$5.00
Foreign or Other Check Collection Item	Actual or \$10.00 minimum <sup>1</sup>
Garnishment, Levy or Subpoena Processing	\$100.00 <sup>2</sup>
Goal Saver Withdrawal	\$20.00 (1 Free per quarter)
Inactive Member Fee ( <i>After 12 months of no activity on all shares and loans</i> )	\$5.00/month
IRA Closing Fee	\$10.00
Money Order	\$2.00
Non-Return Overdraft	\$30.00
Non-Sufficient Funds (NSF) or Courtesy Pay	\$30.00/item
<i>(Fee applies when overdraft is created by check, in person, in-person withdrawal, online bill payment, electronic/ACH debit or by ATM/debit card)</i>	
Ordered Coin	\$.05/roll
Overdraft Protection Transfer of Funds from Savings	<b>FREE</b>
Paper Statements	\$2.50/Statement
Returned Deposited Item ( <i>Draft or ACH</i> )	\$15.00/check
Returned Mail/Statement Fee	\$15.00/month
Savings Bond Redemption ( <i>One bond per visit limit for non-members</i> )	FREE
Skip-A-Payment	\$30.00/loan
Stop Payment	\$25.00
Unclaimed Property Processing	\$50.00

<sup>1</sup>Other fees may apply, see account disclosure. <sup>2</sup>Or maximum allowed by law if less than \$100.

**Please provide 24-hour advance notice for large cash withdrawals**

## BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement ("Agreement") covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Card or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

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

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

**1. CONTRACT** - Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

**2. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, the Account Owner must meet the membership requirements including as applicable, purchasing and maintaining a minimum share balance (hereinafter membership share) and/or paying a membership fee, as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

### 3. ACCOUNT ACCESS

**a. Authorized Persons.** The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or, for a limited partnership, the general partner or those partners as otherwise established by the partnership agreement) and any person designated by the partners; or
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

**b. Authority.** Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

**c. Access Options.** You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

**d. Credit Union Examination.** We may disregard information on any check or draft, other than the signature of the drawer, the amount of the item and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**4. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and fee schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. **For accounts held at credit unions located in New York:** If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we will process the check, draft, or item as though it is payable to all such persons. **For accounts held at credit unions located in states other than New York:** If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

**b. Collection of Items.** We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**d. Final Payment.** All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**e. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the

amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

**f. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

**5. FUNDS TRANSFERS** - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (NACHA). If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment

order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**6. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

**7. TRANSACTION LIMITATIONS** - We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

**a. Withdrawal Restrictions.** We permit withdrawals if your account has a sufficient available balance to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

**b. Transfer Limitations.** For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.

**8. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. **For accounts held at state chartered credit unions located in Wisconsin:** Credit Union liability for dividends declared by the board of directors on term share, share certificate and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union under s.186.235(11) of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings (Wis. Admin. Code DFI-CU 60.06).

## **9. OVERDRAFTS AND DISHONORED ITEMS**

**a. Insufficient Funds/Overdrafts.** If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, draft, transaction or other item that is presented for payment from the account, we may return the item or pay it in accordance with our overdraft policies or any overdraft service you have established with us. We are not required to pay any item that exceeds the available balance in your account. Items drawn on your account may be paid in any order we choose. The available balance for your account is determined according to our funds availability policy and may reflect pending transactions you have authorized but have not yet posted to your account. We may determine whether the available balance in your account is sufficient to pay an item at any time between

presentation of the item and our midnight deadline, with only one review of the account required. We are not required to notify you if your account does not have sufficient available funds to pay the item. Your account may be subject to a fee as disclosed in our business account fee schedule for each item presented against an insufficient available balance, regardless of whether we return or pay the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If you have established an overdraft service with us that links your share or deposit account with other Credit Union accounts of yours, you authorize us to transfer funds from those accounts to cover the amount of any items that exceed the available balance in your account as well as the amount of any fee assessed for the transfer. Such transfers may be made from another share or deposit account, an overdraft line-of-credit account, or other account you so designate. If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in your account, the account will be overdrawn and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this overdraft protection service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

**b. Dishonored Items.** We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain a sufficient available balance to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.

**c. How Transactions are Posted to Your Account.** Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure provided at the time you opened your account for details regarding the timing and availability of funds from deposits.

**Debits.** There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in check number order.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if

you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

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

**d. Understanding Your Account Balance.** Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at [www.numarkcu.org](http://www.numarkcu.org), at an ATM, by visiting a credit union branch or by calling us at 815-729-3211.

**10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

**11. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

**12. FOREIGN CURRENCY** - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

### **13. STOP PAYMENT ORDERS**

**a. Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or 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 check or draft, and to assist us in any legal action.

**For accounts held at credit unions located in the state of New York:** Payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. **For accounts held at credit unions located in states other than New York:** You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

**b. Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law.



We do not have to notify you when a stop payment order expires. **For accounts held at credit unions located in the states of Florida and Texas:** We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

**c. Liability.** Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**14. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT** - You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

**16. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

**Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by state or federal law.** If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**17. TRANSFER OF ACCOUNT** - All accounts are nonassignable and nontransferable to third parties except by us.

**18. LEGAL PROCESS** - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney's fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**19. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

## 20. NOTICES

**a. Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.

**b. Notice of Amendments.** Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.

**c. 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 provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.

**d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. 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 a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we will close your account and return the balance to you, less any applicable service fees.

## 22. STATEMENTS

**a. Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 33 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

**c. Notice to the Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

**d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

**23. INACTIVE ACCOUNTS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**24. TERMINATION OF ACCOUNT** - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer or item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

**25. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**26. DEATH OF ACCOUNT OWNER** - If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on the account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten days after the Account Owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

**27. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**28. WAIVER OF RIGHTS** - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

**29. SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

**30. ENFORCEMENT** - You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**31. GOVERNING LAW** - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Illinois.

**32. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS** - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

**33. NEGATIVE INFORMATION NOTICE** - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**34. MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

**35. CONSENT TO CONTACT** - By signing or otherwise authenticating the Business Account Card, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by

telephone or text message at any telephone number associated with the account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent to be contacted on their wireless telephone number(s) at any time via phone at 815-729-3211 or by any other reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

In order to help mitigate harm to the Authorized Person(s) and the account, we may contact the Authorized Person(s) on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone number), to deliver any messages related to suspected or actual fraudulent activity on the account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. The Authorized Person(s) will have an opportunity to opt-out of such communications at the time of delivery.

# Business Deposit Account Rates

Effective April 3, 2023

Business Share Certificate	Interest Rate	Annual Percentage Yield	Minimum Opening Balance
Business 6 Month	2.078%	2.10%	\$1,000
Business 12 Month	2.225%	2.25%	\$1,000
Business 24 Month	2.713%	2.75%	\$1,000
Business 36 Month	2.956%	3.00%	\$1,000
Business 48 Month	2.956%	3.00%	\$1,000
Business 60 Month	2.956%	3.00%	\$1,000

<b>Business 15-Month Special</b>	4.066%	4.15%	\$1,000
<b>Business 18-Month Special</b>	4.879%	5.00%	\$1,000

Business Share and Business Checking Accounts	Interest Rate	Annual Percentage Yield	Minimum Opening Balance	Minimum Balance to Earn Dividends	Average Daily Balance to Avoid Fees
Primary Share <sup>2</sup>	.10%	.10%	\$5	\$100	---
Business Interest Checking <sup>2</sup>					
\$0.00 - \$3,499	.10%	.10%	\$100	N/A	\$3,500
\$3,500 - \$9,999.99	.20%	.20%		\$3,500	
\$10,000 - \$24,999.99	.30%	.30%		\$10,000	
\$25,000 and over	.50%	.50%		\$25,000	
Money Market <sup>1,2</sup>					
\$0.01 - \$1,999.99	.30%	.30%	\$ 0.01	\$ 0.01	
\$2,000 - \$24,999.99	.648%	.65%	\$ 2,000	\$ 2,000	
\$25,000 - \$49,999.99	.698%	.70%	\$25,000	\$25,000	
\$50,000 and over	.995%	1.00%	\$50,000	\$50,000	
Nonprofit Money Market <sup>1,2</sup>					
\$0.01 - \$24,999.99	.648%	.65%	\$0.01	\$0.01	
\$25,000 - \$49,999.99	.698%	.70%	\$25,000	\$25,000	
\$50,000 and over	.995%	1.00%	\$50,000	\$50,000	

<sup>1</sup> Limited withdrawals.

<sup>2</sup> Fees may reduce earnings on accounts.



Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration, U.S. Government Agency. Rates and terms subject to change without notice. Interest will be forfeited if account is closed before month end.





## FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at NuMark Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**1. GENERAL POLICY** — Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

**2. DETERMINING THE AVAILABILITY OF A DEPOSIT** — When we delay the availability of a deposit the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

**3. SAME-DAY AVAILABILITY** — Funds from electronic direct deposits to your account will be available on the same business day that we receive the deposit.

**4. NEXT-DAY AVAILABILITY** — Funds from the following deposits are available by the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on NuMark Credit Union

**5. NEXT-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON** — Funds from the following deposits are available by the first business day after the day we receive your deposit, if you make the deposit in person to one of our employees:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

**6. AVAILABILITY OF OTHER CHECK DEPOSITS** — The first **\$225.00** from a deposit of other checks will be available by the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, **\$225.00** of the deposit will be available by Tuesday. The remaining \$475.00 will be available by Wednesday.

**7. HOLDS ON OTHER FUNDS** — 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 if you had deposited it. 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 availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

**8. LONGER DELAYS MAY APPLY** — 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 (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first **\$5,525.00** of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over **\$5,525.00** will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first **\$5,525.00** will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

#### **10. DEPOSITS AT ATMS**

Our policy for deposits at Nonproprietary ATMs is as follows: ATM deposits will be available on the 5<sup>th</sup> business day after the day of deposit.

Our policy for deposits at Proprietary ATMs is as follows: The first **\$225** of any deposit will be available on the first business day after the day of deposit. Any amount in excess of **\$225** will be available on the 2<sup>nd</sup> business day after the day of deposit. All ATMs that we own or operate are identified as our machines.

**11. 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. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.



# Safe Deposit Box Fee Schedule

Effective: March 1, 2023

Annual Rent	
3 X 5 Safe Deposit Box Rent	\$35.00/year
5 X 5 Safe Deposit Box Rent	\$40.00/year
3 X 10 Safe Deposit Box Rent	\$50.00/year
5 X 10 Safe Deposit Box Rent	\$75.00/year
10 X 10 Safe Deposit Box Rent	\$125.00/year
10 X 15 Safe Deposit Box Rent	\$140.00/year
Miscellaneous Fees	
Lost Key	\$25.00
Drilling Fee	Locksmith Cost



**NUMARK**

**CREDIT UNION**

SERVING FORMER PIONEER STATE BANK CUSTOMERS

137 S. Main St., P.O. Box 547, Earlville, IL 60518

**Important Information Enclosed.**