

# TruStone Financial Service Agreement & Disclosures

Effective Date: January 1, 2021

## Agreement & Disclosure

These agreements and disclosures (collectively, the "Agreement" or "Owner's Manual") set forth the terms and conditions for your accounts and outline the guidelines of your membership(s) with TruStone Financial (TruStone). Additional copies of this Agreement may be obtained by contacting us at **800.862.1998**, online at [TruStoneFinancial.org](http://TruStoneFinancial.org) or at any branch location.

In this Agreement, the words "you" and "your" mean each and all of those who are signers of an account or service. "We", "us", "our" and "ours" mean TruStone Financial, a state chartered credit union located with its administrative office in Plymouth, Minnesota. "Primary member" means the membership owner.

You agree to the provisions of TruStone's Articles, Bylaws, policies, federal and state regulations, the rules and regulations of any clearinghouse association (the "Other Agreements"), and to the terms and conditions contained in this Agreement, and any additional disclosures that we may provide to you at the time you open your account. Together, this Agreement and the Other Agreements form a binding contract and make up the entire agreement between you and TruStone regarding the handling of your accounts. We may amend this Agreement or the Other Agreements, or change the rules and charges at any time, if we follow the procedures set forth in this Agreement. You agree that, at our option, we may suspend your membership rights if you violate the terms of this Agreement or the other Agreements. You also agree that you will not use any TruStone product or service for any illegal purpose. You will be held responsible if your account is used for any illegal transaction.

## Membership Eligibility

To join TruStone, you must be an individual or entity that meets the membership eligibility requirements as stated in the credit union's charter. Credit union membership includes the purchase and maintenance of at least one share as provided in our Bylaws. You authorize us to check your account history, employment history, and obtain a credit report, to verify your eligibility for the accounts and services you request. If you do not maintain at least one funded share on deposit with us, your membership will be subject to closure.

## Notice of Negative Information and Consumer Reporting Agency Information

As required by Federal Law, this is notice to you that we may furnish any "negative information" regarding your accounts to a nationwide consumer reporting agency. "Negative information" means information concerning delinquencies, late payments, insolvency or any form of default. This Notice does not mean that we will be reporting such information about you, only that we may report such information about members who have not done what they are required to do under this Agreement. You authorize us to obtain a consumer credit report in connection with any application, update or renewal of any share or loan account that you apply for. You authorize and understand that we may obtain such reports at any time after you establish membership with us. Also, you authorize us to use these consumer credit reports to consider you for other products and services with us and as may be necessary to offer account terms and benefits to you.

## Consent to Contact

You agree that we may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers), which may result in a charge to you. You agree that we may contact you in order to service your account, prevent fraud, collect any amounts owed to us, and for informational and telemarketing purposes as permitted by law. You further agree that methods of contact may include the use of pre-recorded or artificial voice messages and/or the use of an automatic dialing system. You understand that you are not required to agree to this provision of the Agreement as a condition of purchasing any property, goods or services and that you may call us at 800-862-1998 or visit us online at [TruStoneFinancial.org](http://TruStoneFinancial.org) to update your contact preferences. You represent and agree that you are and will be the wireless telephone number subscriber with respect to each wireless telephone number provided by you to us.

## General Account Information

### Ownership Types & Types of Accounts

#### Individual Account

This account is owned by one person.

#### Joint Account - With Survivorship

If there are more than one joint owner on an account, all monies credited to it, including dividends, shall be the property of the owners as joint owner, and not as owners in common. You each authorize us to pay any and all funds deposited in this account without reference to the original ownership of the funds so deposited. If an item deposited in a joint account is returned unpaid, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefitted from the transaction. Withdrawals may be made by any of you, and in the case of death, funds may be withdrawn by the survivor(s) or personal representative(s) of the survivor(s). If two or more of you survive, you intend and agree that you hold the balance in the account as joint owners with survivorship and not as owners in common until the joint accounts are closed. When we receive notice of the death or incompetence, we may, but are not obligated to, restrict or prohibit further withdrawals until we are satisfied our obligations under the law and this Agreement have been met. Joint owners legally have access to funds in any of your share account(s) and/or Line of Credit when those shares and/or Line of Credit provide automatic overdraft protection to your checking account. If there is an overdraft in the account, you agree to be individually and jointly liable to us, regardless of which of you wrote or otherwise authorized the item that created the overdraft or benefitted from the proceeds of the item. When we receive notice of the death or incompetency of a joint owner, or this account is changed or closed, these powers shall no longer exist with respect to the deceased joint owner.

Instructions to remove one of your names from the account or to restrict its use by any of you may only be made by the person whose name is to be removed or whose use of the account is to be restricted, by that person's legal representative(s) or by court order. We may close the account on the instruction of any one of the joint owners or any one of the joint owners' legal representative(s) without the other joint owner's consent.

Information on accounts will only be shared with a joint owner if they are listed as a joint owner for that account. Joint owners on individual shares have the right to close those accounts but do not have authority to close the membership of the primary owner.

In the event of setoff, the enforcement of a security interest, or legal action, including levy, garnishment or seizure affecting any owner, we may treat all funds in the account as belonging to the affected owner.

#### **Organizational Account**

At the time this account is opened, the organization must be composed exclusively of persons who are within our field of membership. Each signer on the account must be authorized to act on behalf of the organization.

#### **Payable on Death Designation**

We may pay the balance in the account to the beneficiary or beneficiaries you name, only upon your death and the death of all joint owners. Funds will be distributed equally if multiple beneficiaries are designated. We are not obligated to notify any beneficiary of the existence of any account, nor the vesting of any beneficiary interest in any account, except as otherwise provided by law. We are not liable to the estate or any third party for acting, in good faith, upon beneficiary designations made by you on an acceptable TruStone Financial form. If a dispute arises among beneficiaries or other third parties as to the ownership of funds, we may freeze the funds until the dispute is resolved. The estate shall be responsible for any costs we incur should legal action arise, including, but not limited to, an interpleader action. Costs include, but are not limited to, court costs and attorneys' fees. Any costs we may incur may be offset against any funds in your account or an estate account held by TruStone Financial. You may change or remove beneficiaries at any time on your membership by making such request to TruStone on a form acceptable to us. No person designated as a beneficiary has any right to funds held in the account as long as any owner of the account, including a joint owner, is still alive. Any joint owner, who survives you, may change or delete beneficiaries at any time.

#### **Uniform Transfers to Minor Act (UTMA) Account**

This account enables adults to make tax-advantaged transfers to minors by setting up an account as a custodian for a child without a complicated trust agreement. The account is set up using the name of the custodian followed in substance by the words "as custodian for (the name of the minor) under the Minnesota (or Wisconsin) Uniform Transfers to Minors Act". Only the named custodian (or successor custodian) is authorized to instruct us regarding the account. The transfer is irrevocable, and title is vested in the minor named on the account. Dividends earned are reported under the minor's Taxpayer Identification Number. The custodianship automatically terminates and the property may be distributed upon the earlier of the minor's attainment of the age of majority according to the UTMA or the minor's death. At the time of opening this account, the custodian or the minor must be a member of TruStone.

#### **Power of Attorney**

You may appoint another person to act as your Attorney-in-Fact in connection with your account, as long as the appointment is made in a written power of attorney document and is in a form acceptable to us. We may act on the authority granted in the power of attorney until we receive written notification of its revocation. A power of attorney given by any joint owner on an account shall be effective despite the objection of another joint owner(s) on the same account. We have the right to review and approve, or refuse to accept, any form of a power of attorney and may restrict account withdrawals or transfers by the attorney-in-fact. We are under no obligation to honor any power of attorney which we conclude is invalid, unreliable, or which has been revoked in writing. We may restrict or refuse instructions from the attorney-in-fact if we believe the power of attorney does not authorize the attorney-in-fact to act, or if we otherwise believe that it is in our best interest or in your best interest to refuse instructions from the attorney-in-fact. We are not responsible or liable to you for the actions of the Attorney-in-Fact, even if the attorney-in-fact exceeds the authority set forth in the power of attorney or otherwise misuses the power of attorney. You agree to release us from any liability as a result of our honoring, or refusing to honor, a power of attorney, as well as our decision to honor or refuse to honor any specific request made by your attorney-in-fact. You agree to indemnify us from any loss we incur as a consequence of accepting a power of attorney.

#### **Individual Retirement Account (IRA)**

IRAs (Traditional or Roth) are established for individual members by completing a separate custodial IRA agreement. The funds must be invested in an IRA Daily Savings Account or an IRA Certificate. Joint owners are not allowed on IRAs. See your tax advisor for more information.

#### **Health Savings Account (HSA)**

An HSA is a tax-favored savings arrangement for members covered by high-deductible health plans (HDHPs). With HDHP coverage, an individual must pay for a certain amount of medical expenses before the HDHP begins to pay for medical expenses. In exchange for paying a certain amount up front, individuals receive less expensive insurance premiums. Individuals can use the money they save in an HSA to pay for medical expenses incurred by themselves, their spouses, or their dependents. Joint owners are not allowed on an HSA, however an authorized signer may be added.

#### **Revocable Trust Account**

You may open an account for a revocable trust created by you if you are a member of TruStone. The revocable trust must name a beneficiary. All transactions on the account must be performed by a trustee in their representative capacity. We may demand the Trustee(s) file a copy of the trust with us, an attorney's opinion concerning validity of the trust and a waiver of liability. We may interview you concerning the trust. We may, in our sole discretion, refuse to open a Primary Share account in the name of the Trust, and may terminate the membership of the Trust. The Trust and its terms and conditions must be in accordance with the law.

All Trustees agree to indemnify, keep indemnified and hold TruStone Financial harmless from, and against, any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, payments, expenses and liabilities whatsoever, which it at any time shall or may sustain or

incur by and reason of: TruStone having complied with the request of the Trustee(s) concerning the account, any claims or demands which may be made with respect to the Trust, TruStone declining to honor the Trust or Certification of Trust instrument, or payment or transfer of credit which TruStone may give, make or permit with respect to this Agreement on the Trust, whether through inadvertence, accident, oversight, neglect or otherwise. The liability of the Trustee(s) under this Agreement is joint and severable, and shall accrue immediately upon the presentation of any claim by any of the Trustee(s), or any of their assigns, heirs or beneficiaries. This Agreement shall be effective and binding upon the Trustee(s)' respective assigns, successors and legal representatives. Funds may be withdrawn on the Trust account by any Trustee.

**Estate Accounts:** An Estate Account may be established if either the deceased person or the Personal Representative of the Estate is a current TruStone Financial member. The Estate must have a TIN and all transactions must be completed by the Personal Representative in their representative capacity.

The Personal Representative agrees to indemnify, keep indemnified and hold TruStone Financial harmless from, and against, any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, payments, expenses and liabilities whatsoever, which it at any time shall or may sustain or incur by and reason of: TruStone Financial having complied with the request of the Personal Representative concerning the account, any claims or demands, which may be made with respect to the Estate Account, TruStone Financial declining to honor the requests of the Personal Representative, or Payment or transfer of credit which TruStone Financial may give, make or permit with respect to this Agreement, whether through inadvertence, accident, oversight, neglect or otherwise. The liability of the Personal Representative under this Agreement shall accrue immediately upon the presentation of any claim by any of the Estate's assigns, heirs or beneficiaries. This Agreement shall be effective and binding upon the Personal Representative and any successor.

#### **Minor Account**

A Primary Share may be issued in the name of a minor (an individual under age 18). An adult is required to be joint on the account.

### **Terms applicable to all account types**

#### **Signatures and Endorsements**

You agree to sign as your signature appears on the membership application when drawing checks or other items. If, in good faith, we believe your signature is not genuine we will refuse to pay any check drawn on your account. We may also refuse to honor any check that is not on a form acceptable to us. If you have indicated more than one signature is required in connection with a check or other order or instruction for the payment, transfer or withdrawal of funds (an "item") drawn on your account, we will have no liability to you if an item is deposited to or paid against your account with fewer than the number of signatures you have indicated as being required, provided at least one of the required signatures appears on the item. We will have no liability to you for failing to detect a forgery of your signature or an alteration of one of your items, if the forgery or alteration is such that a person could be expected not to detect it. Because of the large volume of checks processed by us, we are unable to look for special instructions or dates on each check. Accordingly, we may pay a check even though special instructions on the check might, if we knew about them, cause us to refuse payment. We will not be liable if we pay checks contrary to written special instructions, even if payment results in a refusal to honor other checks written by you on this account. All transaction items presented for deposit must be properly endorsed. Endorsements on the back of the check should be limited to the 1-1/2" designated on the back of each check. The remainder of the back of the check must be left clear for our credit union endorsement and subsequent financial institution endorsements. You authorize us to accept checks or other instruments for credit to the account and to supply any needed endorsement if you have neglected to endorse the instrument. If stamps or information placed on the back of a check makes our endorsement illegible, you agree to hold us harmless in any resulting delay in the return of the check. You are responsible for any loss if the loss is due to a delay in the return of an item where the delay is caused by material appearing on the back of the item including carbon bands, blacked-out areas and printed or written text appearing in the improper area.

#### **Duty of Care**

We will exercise ordinary care in processing transactions for your account. When we accept an item for processing by automated means, "ordinary care" does not require us to examine the item. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similar financial institutions. A clerical error, or a mistake, will not be considered a failure by us to perform any of our obligations.

#### **Fees and Expenses**

You agree to pay us for our services in accordance with the Fee Schedule, including but not limited to, any fees that may be imposed for maintaining your account. The Fee Schedule may be amended or changed at our discretion. All fees and expenses incurred by you or charged to you may be deducted from your account. In the event fees are drawn against your account, we will not be responsible for refusing to honor other items presented because of insufficient funds as a result of charges to your account for fees. If your account is closed, you will continue to be responsible for any fees that may have accrued, any items deposited to or drawn against your account prior to its being closed, and any fees and expenses related to such items. If we incur any costs or expenses in connection with enforcing this Agreement against you, you will pay those costs and expenses, including without limitation reasonable attorney's fees and court costs.

#### **Right of Setoff**

You agree we may (without prior notice and when permitted by law) charge against and deduct from your account(s) any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance which we properly accelerate under the note. If this is a joint account, and any one of the joint owners owes a debt to us at the time of their death, any right of survivorship is subject to this right of setoff. Our right of setoff does not apply to Individual Retirement Accounts, Health Savings Accounts, or to debtors whose right to withdraw arises only in a representative

capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

### **Statutory Lien**

Unless prohibited by law, you pledge and grant as security for all obligations you may have, now or in the future, all shares and dividends 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. Except as limited by Federal or state 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.

### **Security Interest**

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 Federal or state law. If we do not apply 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 the funds in your account(s) to the amount you owe us at a later time. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

### **Enforcement**

You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses, including attorneys' fees, from your account without prior notice to you. In addition, if we bring legal action to collect any amount due or to enforce this Agreement, we shall be entitled, subject to applicable law, to reasonable attorney fees and costs, including any fees on any appeal, bankruptcy proceeding, and any post-judgment collection actions. If you bring legal action against us, and we prevail, we will be entitled to recover all costs of our defense, including, but not limited to, court costs and attorneys' fees. If any demand or action is brought against us by a third party, we shall be entitled to any and all cost of defense, including, but not limited to, settlement and attorneys' fees.

### **Legal Action**

We may withdraw funds from your account, place a hold on funds in your account, or disclose information about your account if in good faith we believe we must do so in order to comply with a subpoena, search warrant, garnishment summons, writ of attachment, writ of execution, order to enjoin, temporary restraining order, order or seizure, levy, tax levy, or any other judicial or administrative action. In our sole discretion and as permitted by law we may, prior to releasing funds or information about your account, exercise our right to set off the funds held in such account to pay any due and payable debt that you or your joint owners owe to us, or exercise any lien or security interest which we have in the funds held in such account. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds including the placement of a hold on the funds. Any fees or expenses we incur in responding to any such legal action (including without limitation attorneys' fees and our internal expenses) may be charged against your account.

### **IRS Reporting and Backup Withholding**

An identifying number must be associated with all accounts for IRS reporting. This is your social security number or employer identification number. You are required by the Internal Revenue Code to provide your TIN or EIN to us whether or not you file a tax return. We must withhold a percentage of taxable dividends if:

- you fail to furnish your TIN or EIN to us, or
- the IRS notified us you furnished an incorrect TIN or EIN, or
- you are notified you are subject to backup withholding because you have failed to report all interest and dividends, or
- you fail to certify to us you are NOT subject to backup withholding because you have failed to report all interest and dividend payment, or
- you fail to certify your TIN or EIN.

### **Deposits and Collected Items**

If you deposit any non-cash item (including items drawn on us) we will give your account temporary or provisional credit only until collection is final (non-cash deposits made or payable in foreign currency will be given credit in the amount of U.S. dollars received in final collection of the item). Foreign currency will not be accepted for deposit to any account. You may make deposits through the automated clearing house (Direct Deposit). We reserve the right to not accept third-party checks and checks more than six months old. We are not responsible for transactions by mail or outside depositories until we actually receive them. Do not send currency by mail. We treat all transactions we receive after close of business as if it occurred on our next business day. If you make a deposit in one of our night depositories, it may not be credited to your account until the next business day. In addition, night depositories are used at your own risk as to amount verification. We may reverse any credit that has been erroneously made to your account at any time without prior notice. If, in connection with a direct deposit plan, we deposit any amount in your account which should have been returned to the federal government for any reason, you authorize us to deduct the amount of our liability to the federal government from any account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability. If a deposit item is returned unpaid, we will charge it back to your account. In this case, we will charge a "returned check deposit fee" as indicated in the Fee Schedule. We have the right to pursue collection of any items deposited to your account which have been returned unpaid. You are responsible to pay any special fees for collecting your deposit. We may charge back any item at any time before final payment, whether returned or not, including any item drawn on us. If claim is made for recovery of any part of a collected item after final payment or settlement, due to the fact that the item was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, we may withhold the contested amount from this account until the claim is settled.

### **Stop Payments**

The provisions in this section that are applicable to stop payment orders are also applicable to notices of post-dating. Therefore, the term “stop payment order” refers to both an order not to pay a check and to a notice of post-dating. If you do not want us to pay a check you have written, you can request that we place a stop payment on it. You may ask us to stop payment of any check; automated clearing house/pre-authorized electronic funds transfer ACH/EFT or other item on your account. Your right to stop payment may be limited. You can notify us in writing, contact us by phone at 800.862.1998 or in person at any branch location. If your checks are lost or stolen, contact us immediately to place a stop payment order. A verbal stop payment order takes effect when we record it on your account and is effective for 14 calendar days unless confirmed in writing within that period. A written stop payment order is effective for six months unless renewed in writing. We will charge you a “stop payment fee” as indicated in the Fee Schedule. A stop payment order against an ACH/EFT is effective until the earlier of: you withdraw the stop payment order, or the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within 14 calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing. Your stop payment order must include your account number, exact check number, date of check, payee name, and exact amount of the item. If this is a joint account, we will accept a stop payment order from any joint owner regardless of who signed the check or authorized the item. The stop payment order must be received by us no later than the business day prior to the business day the item is presented to us. A release of the stop payment order may be made only by the person who initiated the stop payment order. We will not be liable except for our failure to exercise ordinary care. If we honor any item subject to a valid stop payment order, we will credit your account for the amount of the item when you execute an affidavit describing the dispute with the payee, to transfer to us all of your rights against the payee or other holder of the item and to assist us in legal action against that person. You agree to hold us harmless for all liabilities, expenses, and costs incurred by us on account of refusing payment on an item subject to your stop payment order.

### **Withdrawals**

You may make withdrawals verbally, in writing or through electronic means. You must have sufficient available funds in order to make a withdrawal. We may refuse withdrawal requests against funds which have been deposited but which are not yet available, unless prohibited by law or our written policy. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for any amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations, if any, may force us to close the account. Cash withdrawals may be limited to a certain amount per day and may vary by branch location. The drawing of conditional or post-dated checks is prohibited, and we may charge any conditional, post-dated, or stale-dated check against this account without regard to whether the condition stated has been met, the date of the check, or the age of the check. We are unable to look for special instructions or dates on each check; we may pay checks drawn against your account notwithstanding any special instructions on the checks. We will not be liable for any payment of checks contrary to the conditions or checks that are stale-dated or post-dated even if payment causes the account to have insufficient funds to pay other checks drawn on the account, unless you provided written notice of postdating as described in the Stop Payments section.

### **Telephone Transfers**

You can authorize us to transfer funds from one account to another by calling 800.862.1998. We will ask you for information to verify your identity and authority to make the transfer. Telephone transfers are accepted during our business hours and are posted on that day.

### **Automatic Transfers**

You may authorize us to set up automatic transfers between your accounts. This service is available for transfers under your membership between your savings, checking, and loan accounts, such as automatic monthly transfers from your checking account to your loan account.

### **Insufficient Funds and Overdrafts**

We may return any item that is drawn against insufficient funds in your account. If we return any item that is drawn against insufficient funds, we will charge your account a “returned check fee” or “returned ACH fee”. Returned items may be represented for payment multiple times. A returned check fee or returned ACH fee may be imposed each time an item is resubmitted and returned due to insufficient funds. Any negative balance in your account is immediately due and payable, unless we agree otherwise in writing. We have the right to offset negative balances in your accounts using any funds, including Social Security funds that are deposited into any of your accounts at TruStone, excluding IRA and HSA funds. It is your responsibility to ensure funds are available in your account when you write a check, use your debit or ATM card, or authorize any other type of withdrawal.

### **Funds Transfers Governed by Article 4a**

This section provides the terms and conditions which specifically relate to any transfer or receipt of funds governed by Article 4a of the Uniform Commercial Code. Generally, these are wire transfers or transfers through an automated clearing house (ACH) that are not otherwise governed by the Electronic Funds Transfer Act, but other types of transfers may be covered. Fedline is the automated clearing house that may be used for funds transfers. Regulation J governs fund transfers through Fedline. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you agree that we are entitled to a refund from you in the amount credited to your account, and the party originating such payment will not be considered to have paid the amount so credited. We will not be liable on international wire transfers for any reason if the funds are not received or are misapplied during the wire transfer process. We have no control over how long an international wire transfer will take to be received and processed by the receiving financial institution.

We will notify you of funds credited to your account through your account statement covering the period in which these funds were credited to your account. For funds received by wire transfer we may also provide you with a written receipt, but are not obligated to do so. All funds wired out of your account must be fully available funds. Instructions for outgoing wire transfers will be received on any business day we are open. Any

instruction for outgoing wire transfers received after 2:00 PM. will be processed the next business day (Important: Wire transfers greater than \$10,000 need to be submitted by 12:00 PM. in order to be processed the same day). In acting upon wire transfer instructions, we will request personal information in order to positively identify you and to verify your authority to make the withdrawal. You are responsible for obtaining the proper wiring instructions from the receiving financial institution. In some instances a receiving financial institution receives wires through another institution called its "correspondent". We must have the name of the correspondent and its routing and transit number to be able to process the wire. In acting upon funds transfer instructions, some financial institutions rely solely on the identifying number or account number accompanying the payment order to identify the person who is to receive payment. If you instruct us to make payment to a person and you identify that person by both a name and an identifying number or account number, payment may be made to that person's financial institution on the basis of the identifying number or account number even if the number identifies a person different from the person named as the beneficiary in your instructions to us. Additionally, if your payment instructions to us identify a financial institution that is to participate in the funds transfer both by name and an identifying number, any financial institution, including us, may rely on the identifying number as the proper identification of the financial institution that is to participate in the funds transfer even if it identifies a financial institution different from the financial institution identified by name. We may notify a Federal Reserve Bank of the relevant facts concerning an unauthorized or erroneously executed payment order within 30 calendar days after we receive notice from the Federal Reserve Bank that the payment order was accepted or executed.

#### **Denial of Service Policy**

In the event your activity results in a financial loss to us, you will be denied financial services until such time as the entire financial loss has been recovered or a repayment plan has been established. If you cause a financial loss, you will be limited to your right to maintain the minimum balance in the Primary Share and to your right to vote in annual and special meetings until restitution has been completed. Full member benefits will be restored subject to approval once restitution has been finalized or the agreed upon payment plan is accepted.

#### **Closing Accounts**

Any of your accounts except the Primary Share may be closed by us at any time. If we do so, we may send the balance on deposit to your most recent mailing address on file. Before we close your account, we will give you any notice required by law. However, when a checking account is in an overdraft position, or we have reason to believe funds will not be collectible, we will close the checking account immediately without notice. We will not be liable for any loss or damage that may result from dishonoring any of your items that are presented or otherwise received after your account is closed. The primary member is the only owner of the Primary Share that may close it without the consent of any joint owner(s). Your joint owner(s) may close any share account they're also listed on under your membership except the Primary Share. When you close your account you will be responsible for making sure there are sufficient funds in your account to cover all outstanding items to be paid.

#### **Statements and Change of Address**

Statements and other information regarding your account will be mailed to you at the last mailing address you provided to us, unless we both agree otherwise. It is your responsibility to keep us informed of your current address. A residential address is required to be on file at all times. If your account is a joint account, we may mail the statement to any of you. Your account may be charged a returned mail fee if your statements and other notices are returned as undeliverable. In order to keep the possibility of a loss to a minimum, you must carefully examine your statement and each credit and debit reflected on it. You must promptly report any errors, forgeries, unauthorized withdrawals, or alterations. In all cases, you must report any such information to us within 60 days after the statement is available. If you do not report this information to us within that time, you give up your right to contest the payment of any items reported in your statement and we can assume that you have accepted the reported charges and stated balance as being correct. This means we are released from all liability for the items we have charged to your account, and for all other transactions or matters covered by the statement.

#### **Release of Account Information to Others**

From time to time, we may release the information necessary to inform you of new products or services. Other times, we may be legally required to release information about your account to others. Examples include: when verifying a check you wrote or authorizing an electronic withdrawal; or when required by law or regulation or upon receipt of a court order, subpoena or search warrant. If your account is closed due to misuse on your part, we may be required to report that information to a credit bureau and/or an account verification service.

To learn more about TruStone's information sharing practices, refer to the Privacy Notice delivered with this Agreement, a copy of which is also available at [trustonefinancial.org/PrivacyNotice](http://trustonefinancial.org/PrivacyNotice).

#### **Notices**

Any notice you send us will not be effective until it is actually received. Any notices, statements, or other correspondence we send you regarding any of your accounts may be sent by ordinary mail to the last mailing address you have provided to us. If there is more than one owner on your account, notices, statements, and correspondence may be sent to any joint owner or representative. You assume the risk of loss in the mail. Any notice we send you will be effective when mailed to the mailing address you, your joint owner or your representative provided.

#### **Amendments**

We may amend the terms and conditions of this disclosure, and any other disclosures you may have received at the time you opened your account. When required by law, notice will be mailed at least 30 calendar days before the effective date of the change. Notice of all other changes may be provided by posting the changes in our offices or on our website, enclosing the notice in a statement or mailing the notice to you at the mailing address on file with us. If any part of these disclosures is found to be invalid, it shall not affect the validity of any other part of this Agreement.

#### **Freezing an Account**

If we suspect any unlawful or unauthorized activity involving your account, or receive notice of any dispute over funds in an account, we may place a hold on the account or any other accounts you maintain with us pending an investigation of the suspected activities ("freeze"). We may also

freeze your account without any liability if we have reason to believe that doing so is necessary or prudent to avoid incurring potential liability, costs, or expenses, or to avoid potential loss of such funds, until the situation is resolved to our satisfaction or until we receive a Court Order instructing us regarding the disposition of said funds. If we freeze your account, we will give you any notice required by law. You shall be responsible for any costs we incur should legal action arise, including, but not limited to, an interpleader action. Costs include, but are not limited to, court costs and attorneys' fees. Any costs we may incur may be offset against any funds in your account held by TruStone Financial.

#### **Warranties**

You make the following warranties to us concerning each item you deposit or which we cash for you or give other consideration: all necessary signatures and endorsements have been placed on the item and are genuine, the item has not been materially altered and you have good title to it, and no defense of any party to the item is good against you. If any such warranty is breached, we may deduct the amount of the item, plus expenses, from any of your accounts or otherwise collect from you. If we determine an error has been made on your account regarding any transfer, deposit or withdrawal, we may correct the error, including debiting your account, without any further liability to you. If a claim is made against us, or when we receive notice of a potential claim involving a breach of any warranty, we may withhold from any of your accounts the amount in dispute, plus fees, until the claim is resolved. The claim will be considered valid unless you give us written notice contesting the claim within 10 days after we notify you. On request, you will promptly furnish an affidavit stating your factual basis for contesting the claim. You also will defend and indemnify us from all liability and losses we may incur by not honoring a disputed claim.

#### **Governing Law, Waiver and Venue**

Your relationship with us is governed by the laws of the State of Minnesota, except where pre-empted by Federal or other state law. Your account is subject to all applicable rules and customs of any clearing house or other association involved in the account transactions. Changes in these laws and regulations may modify the terms and conditions of the account. We do not have to notify you of these changes. You hereby waive the right to a jury trial in disputes concerning your accounts. You agree that any dispute concerning your account will be resolved by arbitration as provided in the Dispute Resolution – Mandatory Arbitration section below. We do not give up any rights we have under this agreement by delaying or failing to exercise them.

#### **DISPUTE RESOLUTION – MANDATORY ARBITRATION**

**THIS ARBITRATION PROVISION CONTAINS IMPORTANT INFORMATION ABOUT YOUR ACCOUNT. READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW CERTAIN LEGAL CLAIMS BETWEEN AND AMONG THE PARTIES TO THIS AGREEMENT WILL BE RESOLVED. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE CLAIM IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY.**

**A. Mandatory Arbitration of Claims.** Except as expressly provided herein, any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort, arising out of statute, or otherwise) arising out of, relating to, or in connection with (a) this Agreement, (b) your Account, and/or (c) the relationship of the parties to this Agreement (the "Claims"), shall be resolved by binding arbitration, on an individual basis, without resort to any form of class action administered by the American Arbitration Association ("AAA") under the AAA Consumer Rules in effect at the time the claim is filed. Such arbitration shall take place in Hennepin County, Minnesota. The arbitrator's decision shall be final, binding and non-appealable. Any judgment upon the award may be entered and enforced in any court having jurisdiction. This Arbitration Provision shall be enforced by the Federal Arbitration Act. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. This Arbitration Provision applies to any and all Claims that arose prior to this Arbitration Provision, any and all Claims that you may now have, and any and all Claims that you may have in the future.

**B. Exceptions.** You agree that TruStone, without your consent, has the right, but not the obligation, to submit and pursue the following Claims in a court of law: mortgage foreclosures, collection actions, repossessions, any action to enforce a security interest in collateral granted to TruStone, or any action on a loan in which the loan documents preserved the right to pursue claims in a court of law. No provision of this Agreement, nor the exercise of any right under this Agreement, shall limit the right of TruStone to (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration; (2) exercise self-help remedies, such as set-off; (3) foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this Agreement upon the breach of any term or condition herein; or (5) proceed with collective of the account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment.

**C. Rules of Interpretation.** This Arbitration Provision shall survive (i) the termination of your Account or related services, (ii) any changes to your account or related services, (iii) any legal proceeding, (iv) any use of the right to set-off or any other self-help remedy or other remedy or action, (v) any transfer or assignment of the deposit account, and (vi) any bankruptcy of any party (to the extent consistent with applicable bankruptcy law). If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, provided that such remaining portions are not then materially inconsistent with the terms of this Arbitration Provision prior to such determination of invalidity or unenforceability. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules, this Arbitration Provision shall govern.

## **CLASS ACTION WAIVER**

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort, arising out of statute, or otherwise) arising out of, relating to, or in connection with (a) this Agreement, (b) your Account, and/or (c) the relationship of the parties to this Agreement, must be brought in the respective party's individual capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs or similar proceeding in any forum ("Class Action"). The parties expressly waive the ability to maintain a Class Action in any forum.

## **Additional terms applicable to share accounts**

To become a member-owner, you purchase one share in TruStone with the required minimum deposit at the time of application. This deposit is the par value of one share and must remain in the Primary Share to maintain credit union membership. Once you join, you become eligible to apply for other services. If the balance in your Primary Share falls below the required minimum and does not increase within 6 months of the reduction, it may be closed upon authorization of the Board of Directors.

Shares may be transferred only from one member to another, by written instrument in such form as the Board of Directors may prescribe.

Sub-share Accounts: Once you have established a Primary Share with the required minimum deposit, you are eligible to open sub-share accounts.

We reserve the right, at any time, to require you to give, in writing, not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in to the Primary Share.

You may not withdraw shareholdings that are pledged as required security on loans without our written approval, except to the extent those shares exceed your total primary and contingent liability to us.

You may not withdraw any shareholdings below the amount of your primary or contingent liability to us if you are delinquent as a borrower, or if borrowers for whom you are a co-maker, endorser, or guarantor are delinquent, without our written approval, except those shares issued in an irrevocable trust as provided in our Bylaws are not subject to restrictions upon withdrawal except as stated in the trust agreement.

## **Additional terms applicable to checking Accounts**

### **Checks**

Only approved checking forms and other methods approved by us may be used to withdraw funds from this account.

### **Payment of Checks**

We are under no obligation to pay a check which was issued more than six months ago. We are also under no obligation to pay a check which exceeds the available balance in the checking account, except as may be described below in our Overdraft Protection and Overdraft Privilege services. Please see the discussion below under Overdraft Privilege for an explanation of how your available balance is calculated and for an explanation of these services.

### **Overdraft Protection**

You may authorize the payment of overdrafts from the following sources:

- An automatic transfer from your designated savings account to your checking account in any sum necessary to cover overdrafts up to the available balance in the savings account. All transfers to the checking account will be in increments of \$100 up to the available balance in the savings account. All transfers shall be under the same member number.
- An automatic transfer from an approved Line of Credit under the same member number according to the terms of the loan agreement.
- An automatic transfer from the Business Line of Credit under the same account number according to the terms of the loan agreement.

Overdraft Protection is not automatically applied to your checking account and must be elected by you.

### **Overdraft Privilege**

We are not obligated to pay any item presented for payment if the available balance in your account is insufficient to pay the item. Your available balance means the total, at the time an item is presented for payment (also referred to as the time an item "posts" to your account), of cash deposited to your account plus checks that have been deposited in your account and for which funds have been made available to you pursuant to our Funds Availability Policy, less any withdrawals from or other items that have cleared and been deducted from your account. Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that we have authorized but that have not yet posted to your account.

Your available balance may be different from your actual balance. Your actual balance is the amount of money that is actually in your account at any given time. Your actual balance reflects transactions that have posted to your account, but it does not include transactions that have been authorized and are pending. While it may seem that the actual balance is the most up-to-date display of the funds that you can spend from your account, this is not always the case. Your account may have purchases, holds, fees, other charges, or deposits that have not yet posted, and, therefore, will not appear in your actual balance. Also, funds from checks which have been deposited into your account but which have not been made available to you pursuant to our Funds Availability Policy will appear in your actual balance.

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 3 business days of authorization (or for up to 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.

Rather than automatically returning, unpaid, items presented for payment when your available balance is insufficient to pay the item, if your “eligible account type” has been open for at least 30 days and thereafter you maintain your account in good standing, which includes at least:

- Continuing to make deposits consistent with your past practices;
- You are not in default on any loan obligation to us;
- You bring your account to a positive balance (not overdrawn) immediately or as soon as possible and at least once every 30 days. You have no legal right to defer payment of your outstanding overdrafts including our fees; and
- Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien.

We will consider, without obligation on our part, approving your overdrafts up to your assigned Overdraft Privilege limit. This discretionary\* service will generally be limited a set overdraft (negative) balance for all personal and business checking accounts. This privilege does not apply to minor or Trust accounts.

Our normal fees and charges including, without limitation, our non-sufficient funds/overdraft fees will be included in these limits and will be charged for each transaction presented for payment against non-sufficient funds. We will charge our normal fee whether we approve the item for payment or not. You agree to reimburse TruStone for funds advanced if we pay a check or other authorized transaction from your account(s), including any fee applicable for such an overdrawn account.

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, including recurring payments that you may have set up using your debit card to pay bills.

We do not authorize and pay overdrafts for the following types of transactions unless you authorize us to do so: ATM transactions and one-time debit card transactions such as those conducted at grocery stores, doctor’s offices, pharmacies, gas stations, restaurants, dry cleaners or other similar transactions. Recurring payments that you may have set up using your debit card to pay bills such as your mortgage, rent, or utilities are not considered one-time purchases.

An example may further explain how actual and available balances can be different and how you may incur an overdraft fee. Assume your actual and available balances are both \$100 and you swipe your debit card at a merchant for \$40. A hold is placed on the account at the time that you swipe, so the available balance is now only \$60. However, because we have not yet received the merchant charge for processing and settlement, your actual balance is still \$100. Before the merchant charge is received by us for processing and settlement, a check that was previously written for \$75 clears your account. Because there was only \$60 available (you already committed to pay the merchant \$40), the account will be overdrawn by \$15, even though the actual balance is \$100 at the time the check is presented. In this case, TruStone may pay the \$75 check, but you will be charged an overdraft fee. That fee will be deducted from the account on the day that we pay the check, further reducing the available and actual balances. When the \$40 merchant charge is then presented for payment and assuming you have authorized us to pay overdrafts for one-time debit card transactions, an additional overdraft fee will be charged for that transaction because the available balance at the time the merchant transaction is presented for settlement is insufficient (it was brought negative by the intervening \$75 check and related overdraft fee) even though the available balance at the time of authorization was sufficient.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts including fees you owe us shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one owner, each owner, and agent if applicable, drawing / presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

\* Always a DISCRETIONARY SERVICE — Overdraft Privilege is a purely discretionary courtesy or privilege and not a right or obligation. We may provide Overdraft Privilege to you from time to time and withdraw or withhold the service at any time without prior notice, reason or cause. For example and not by way of limitation, we may elect not pay items under Overdraft Privilege if you do not maintain your account in good standing by bringing your account to a positive balance within every 30 day period for a minimum of 24 hours, if you default on any loan or other obligation to TruStone Financial or if your account is subject to any legal or administrative levy.

Accounts may be charged the standard Overdraft fee of \$30.00 for handling each overdraft created by check, ACH, Point-of-sale, in-person withdrawal, ATM withdrawal, or other electronic item that is paid and \$30.00 for items returned. An overdrawn balance must be repaid within 30 days.

You may opt-out of Overdraft Privilege by calling us at (800) 862-1998 or by coming into any of our branches.

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.

### **How Transactions Posted to Your Account**

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

Credits. Most deposits are added to your account when we receive them. Your actual balance will reflect the full amount of the deposit at the time the deposit is made. However, see the Funds Availability Policy below for an explanation of when deposited funds will be available to you.

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

**Checks**

When you write a check, it may be processed through the Federal Reserve System or by other electronic means. We receive data files of cashed checks from the Federal Reserve or other electronic means each day. The checks drawn on your account are compiled from these data files and paid each day.

**ACH Payments**

We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are paid as received.

**Point of Sale (POS) Debit Card Transactions**

These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.

**Signature Debit Card Transactions**

These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally reduce the available balance in your account. We refer to this as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your actual balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. Please note: The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

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

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

**Protecting Your Checking Account Number**

Balance your checking account on a regular basis. If you furnish your checking account number to a telemarketer, the case can be made that it was an authorized transaction. Never share your checking account number.

**Funds Availability Policy**

We have implemented the following Funds Availability Policy. Members who withdraw funds pursuant to this policy remain responsible for transactions which are reversed or checks which are returned to us. Deposits made using Mobile Deposit are not subject to this policy and are instead governed by TruStone’s Digital Banking Terms and Conditions. Below is our general policy for deposits to accounts open for more than 30 days. Longer delays may apply, and different rules apply for checks deposited to accounts open 30 days or less.

**Availability Timeline for Deposits to Established Accounts**

When a deposit is made by...	Deposited funds are available...
Automated Clearing House (ACH) credit, Cash, Electronic direct deposit, Wire transfer	The same business day
Check	The same business day for Special items and the next business day for Standard items, however, see “Longer Delays May Apply” below.

A business day is any day of the week except Saturday, Sunday, and Federal holidays. A deposit made in person during a business day is considered deposited that day. A deposit made after business hours, or on a day we are closed, is considered deposited the next business day.

**For the purpose of this policy, the following check types listed are considered Special Items** (U.S. Treasury Checks made payable to you, State and Local government checks made payable to you, Cashier’s, Certified, Teller’s checks, Official bank checks, Traveler’s checks, and On-us checks made payable to you, Federal Reserve Bank checks, Federal Home Loan Bank checks, US Postal Service money orders, made payable to you). Funds up to \$5,525 from Special Item check deposits are available the day of deposit if made in person or by mail. Funds in excess of \$5,525 from these deposits will be reviewed by management on a case by case basis. Any checks not listed as a Special Item will be considered a Standard Item.

**Availability Timeline for Deposits to New Accounts (Open 30 Days or Less)**

When a deposit is made by...	Deposited funds are available...
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Automated Clearing House (ACH) credit, Cash Electronic direct deposit, Wire transfer	The same business day
Special Item Checks	The first \$225 is available on the same business day if deposited with a teller or by mail. Up to \$5,525 first business day after the day of deposit. Excess over \$5,525 is available in five business days after the day of deposit. Subject to "Longer Delays May Apply" below.
Other Checks- For example, personal checks or off-us checks, standard item checks	In five business days after the day of deposit.

**Longer Delays May Apply.**

Funds from check deposits may not be available according to the timelines described above. In some cases funds may be held for up to ten business days. In these cases, the first \$225 of the deposit may not be available on the same business day as the deposit.

Funds from check deposits may be delayed for up to ten business days if: we believe a deposited check will not be paid, you deposit checks totaling more than \$5,525 on any one day, you redeposit a check that has been returned unpaid, or you have overdrawn your account repeatedly in the last six months.

**Emergency Conditions:** In the case of an emergency condition, we may extend the hold placed on a check beyond the ten business days but not more than a reasonable period following the end of the emergency or the time funds must be available for withdrawal under normal conditions, whichever is later. We will notify you if we delay your ability to withdraw funds, and we will tell you when the funds will be available. **If you will need the funds from a check deposit right away, ask us when the funds will be available.**

**Deposits at Automated Teller Machines (ATMs):** Funds from deposits (cash or check) made at TruStone Owned/Operated ATM will generally be available the first business day after the day of deposit, subject to the restrictions above. Funds from deposits (cash or check) made at any Non-Proprietary ATMs will generally be available the second business day after the day of deposit, subject to the restrictions above. However, the first \$225 of the deposit will be available on the day of deposit. ATMs owned or operated by TruStone are located at most of our branch offices.

**Phone Banking & Online Banking**

Contact us immediately at **800.862.1998** if you believe your Phone Banking or Online Banking password has been lost or stolen, if your statement shows transactions you did not make, or if you believe someone has transacted or may transact on your account without your permission.

**Disclosure of Business Days**

Business days are Monday through Friday. Holidays observed by us are not considered business days.

**Error Resolution Procedures**

In case of errors or questions about your electronic transfers, contact us as soon as possible at **800.862.1998**. If you think your statement or receipt is incorrect or if you need additional information about a transaction: tell us your name and account number, describe the error or the transaction and explain why you believe it is an error or why you need more information, and tell us the dollar amount of the suspected error.

**Termination of Electronic Funds Transfer Privileges**

All of your electronic funds transfer privileges will end if you close your account with us. Either TruStone or you may also terminate specific electronic funds transfer services without closing your account. You may terminate a service by giving us written or verbal notice. We may terminate your right to receive electronic funds transfer privileges at any time without notice. We may or may not send you written notice of termination. Contact us at **800.862.1998** for questions or assistance or by writing to TruStone Financial, Attention: Payments, 14601 27<sup>th</sup> Avenue North Suite 104, Plymouth, MN 55447.

**TRUTH IN SAVINGS**

Savings, Checking, Money Market, Health Savings (HSA)

**Rate Information**

Rates as of the last dividend declaration date have been provided to you separately on the TruStone Financial Rate Sheet. These are prospective dividend rates and anticipated Annual Percentage Yields (APY) for the current dividend period and may change at any time, including after an account is opened, without limitations as determined by the TruStone Board of Directors. To confirm the current rates, call 763.591.4949 or 800.343.8328.

**Dividend Information**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period. If you close your account before dividends are paid; you will receive the accrued dividends. Dividends will be compounded monthly and credited to your account on every monthly statement or at the end of the calendar quarter.

**Explanation of Dividend Period**

Savings Accounts: The dividend period is quarterly; for example the first dividend period of the calendar year is January 1 through March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period. Money Market,

Checking and HSA accounts: The dividend period is monthly; for example, 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 ending date of a dividend period.

#### **Minimum Balance Requirements**

Information regarding any minimum balance required to open an account, avoid the imposition of a fee, or obtain a particular APY can be found on the TruStone Financial Rate Sheet.

#### **Fees**

Information regarding any fee that may be imposed in connection with an account may be found on the TruStone Financial Fee Schedule, a copy of which has been provided to you. Fees may reduce earnings.

#### **UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA) OF 2006**

Subject to Uniform Commercial Code Article 4A. The UIGEA, signed into law in 2006, prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. The Dept. of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG to implement this Act. As defined in Regulation GG, unlawful Internet gambling means to “place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State Law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made”. As a member of TruStone, these restricted transactions are prohibited from being processed through your account relationship with us. If you do engage in an Internet gambling business and request to open a new account with us, we will require that you provide evidence of your legal capacity to do so. Please see one of our Managers if you would like additional information on UIGEA or Regulation GG.

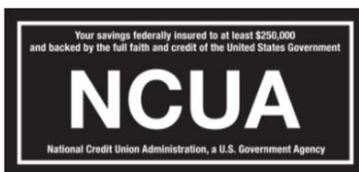
#### **DISCLOSURES REGARDING ELECTRONIC “WHOLESALE CREDIT” TRANSACTIONS**

Subject to Uniform Commercial Code Article 4A

**Provisional Payment:** Credit given by us, to you, with respect to an Automated Clearing House (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry. **Notice of Receipt of Entry:** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of the ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you. **Choice of Law:** We may accept on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Minnesota, as provided in the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

#### **Your Savings, Checking, Money Market, Health Savings Account (HSA), IRA and Share Certificates Are Insured Up To \$250,000.**

\$250,000 per member per qualifying account ownership type is insured by the National Credit Union Administration (NCUA), a U.S. Government Agency.



**FACTS****WHAT DOES TRUSTONE FINANCIAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the accounts, products or services you have with us. This information can include:

- Name, address, Social Security Number and account balances
- Transaction and payment history
- Account information and credit history

**How?**

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons TruStone Financial Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TruStone Financial share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We do not share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We do not share
<b>For our affiliates to market to you</b>	No	We do not share
<b>For nonaffiliates to market to you</b>	No	We do not share
<b>Questions?</b>	Call 800.862.1998 or visit <a href="http://TruStoneFinancial.org">TruStoneFinancial.org</a>	

Who we are	
<b>Who is providing this notice?</b>	This privacy policy is provided by TruStone Financial Credit Union.
What we do	
<b>How does TruStone Financial Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and buildings, procedural safeguards and safe record storage. We will continue to review and modify our security controls in the future to deal with changes in products, services and technology.
<b>How does TruStone Financial Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Start an account</li> <li>• Apply for a loan</li> <li>• Use your credit or debit card</li> <li>• Pay your bills</li> <li>• Make deposits to or withdrawals from the accounts you have with us</li> </ul> <p>We also collect your personal information from others, including credit bureaus or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>TruStone Financial Credit Union has no affiliates.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>TruStone Financial Credit Union does not share with nonaffiliates so that they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include:</p> <ul style="list-style-type: none"> <li>• <i>Insurance companies and other financial services companies.</i></li> </ul>
Other important information	
<p>Protecting the privacy of your financial information at TruStone Financial has always been one of our most important responsibilities. Maintenance of confidentiality is our standard practice and you can rely on us to guard the security, integrity, and confidentiality of your personal financial information.</p>	

## Electronic Funds Transfer

### Consumer Liability

Tell us at once if you believe your card and/or pin has been lost or stolen, or if you believe an electronic funds transfer has been made without your permission using information from your check. Notifying the credit union promptly 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 card and/or pin, you can lose no more than \$50 if someone used your card and/or pin without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or pin, and we can prove we could have stopped someone from using your card and/or pin without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers 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 we could have stopped someone from taking the money if you had told us in time.

### Contact in Event of Unauthorized Transfer

If you believe your card and/or pin has been lost or stolen, contact us at once: Call 800.862.1998, Write to: TruStone Financial Credit Union, Attn: Payments, PO Box 1260 Minneapolis, MN 55440-1260, or email [staff@trustonefinancial.org](mailto:staff@trustonefinancial.org). You should also call, write or email if you believe a transfer has been made using the information from your check without your permission.

### Business Days

TruStone Financial Credit Union's business days are Monday through Friday. Weekends and holidays are not included.

### Transfer Types and Limitations

You may use your card and/or pin to:

- Withdraw cash from your authorized share account(s).
- Make deposits to your authorized share account(s).
- Transfer funds between your share account(s) whenever you request.
- Pay for purchases at places that have agreed to accept the card and/or pin.
- Pay bills directly by telephone or online banking from your authorized share account(s) in the amounts and on the days you request.

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

### Electronic Check Conversion

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

- Pay for purchases.
- Pay bills.

You can use our point-of-sale transfer service for a maximum of fifteen (15) transactions each day.

### Limitations on Dollar of Transfers

- You may withdraw up to \$300 in cash from our terminals each day you use the card and/or pin.
- You may buy up to the maximum allowed for your account worth of goods or services each day you use the card and/or pin in our point-of-sale transfer service.

### Confidentiality

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

- Where it is necessary for complete 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.

### Documentation

A receipt is available at the time you make any transfer to or from your account using one of our automated teller machines (ATM).

### Preauthorized Credits

If direct deposits are being made to your account at least once every 60 days from the same person or company, you can call us at 800.862.1998 or log in to your online banking account to find out whether or not the deposit has been made.

### Periodic Statements

You will get a monthly account statement, unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

### Preauthorized Payments

If you have told us in advance to make regular payments out of your account, you can stop these by contacting us at least three (3) business days before the payment is scheduled to be made. If you call, we

may also require you to put your request in writing and send in no later than fourteen (14) days after the call is made. We will charge a \$30.00 fee for each stop payment order.

To contact us to stop a payment: Call 800.862.1998, Write to: TruStone Financial Credit Union, Attn: Payments, PO Box 1260 Minneapolis, MN 55440-1260, or email [staff@trustonefinancial.org](mailto:staff@trustonefinancial.org).

### **Notice of Varying Amounts**

If regular payments vary in amount, the payee is responsible for informing the payee 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 set.)

### **Liability for Failure to Stop Payment of Preauthorized Transfer**

If you order us to stop one of these payments, three (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. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the automated teller machine (ATM) was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as floor or fire) prevent the transfer, despite reasonable precautions we have taken.
- There may be other exceptions stated in our agreement with you.

### **ATM Fees**

When you use an ATM not owned by us, you may be charged a fee by the ATM or any network used. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

### **Error Resolution**

In case of errors or questions about your Electronic Funds Transfer, contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. Contact us: Call 800.862.1998, Write to: TruStone Financial Credit Union, Attn: Payments, PO Box 1260 Minneapolis, MN 55440-1260, or email [staff@trustonefinancial.org](mailto:staff@trustonefinancial.org). We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. This applies to consumer accounts only. Tell us the following information: Name and account number, description of the error or transfer you are unsure about, explain as clearly as you can why you believe it is an error – or why you need more information, and tell us the dollar amount of the suspected error. If you verbally tell us, we may require that you send us your complaint or question in writing within 10 business days. We will investigate your complaint 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 take more than 10 business days to do this, we will credit your account for the amount you think the error is for; 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 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.

### **Phone Banking and Online Banking Transfers**

You may access your account by touch tone phone 24-hours a day by calling 800.862.1998, or by visiting [trustonefinancial.org](http://trustonefinancial.org) and using your account sign on information to log in to online banking.

You will be able to transfer funds between your shares and make payments to your loans. You will also be able to obtain balances on your checking, share savings and loan accounts.